

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100, Bala Cynwyd, Pennsylvania 19004 610.617.7900 • Fax 610.617.7940 • PHLY.com

05/17/2019

GOODWILL INDUSTRIES OF CENTRAL OKLAHOMA INC 316 S Blackwelder Ave Oklahoma City, OK 73108-1418

Tg<'PHPK1972850

Dear Valued Customer:

Thank you very much for choosing Philadelphia Indemnity Insurance Company for your insurance needs. Our first class customer service, national presence and A++ (Superior) A. M. Best financial strength rating have made us the selection by over 550,000 policyholders nationwide. I realize you have a choice in insurance companies and truly appreciate your business.

I wish you much success this year and look forward to building a mutually beneficial business partnership which will prosper for years to come. Welcome to PHLY and please visit PHLY.com to learn more about our Company!

Sincerely,

Robert D. O'Leary Jr. President & CEO

Philadelphia Insurance Companies

RDO/sm

EXHIBIT

4

WHY MyPHLY?

My**PHLY** provides easy access to a safe, secure, and environmentally friendly way to manage your account 24/7. Visit our website at PHLY.com/My**PHLY** to experience the benefits of managing your account.

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A Member of the Tokio Marine Group

Making Things Easier for You!

PHLY CUSTOMER SERVICE

Customer-Exclusive Resources



Customer Optimization of Renewals and Endorsements (CORE)

PHLY has a dedicated team of customer care professionals so we can deliver quality and efficient service to our customers.



Loss Assistance Hotline

PHLY provides our Management & Professional Liability policyholders with 2 FREE HOURS of legal consultation with knowledgeable attorneys on any matter that could potentially result in a claim under a PHLY policy.



Convenient Online Portal

Log into MyPHLY.com to handle all your review billing and payment history, view and print invoices and policy documents, and update your PHLY account profile information.



Easy Installments Available

We provide payment installments for accounts that generate at least \$2,000 in premium.

Payment is easy!



Mail Your Payment

Philadelphia Insurance Companies P.O. Box 70251 Philadelphia, PA 19176-02051

Pay By Phone

877.438.7459 (Payment is Option 1)

Pay Online

PHLY.com/MyPHLY

Claims

- First party automobile losses settled in ten days or less
- Newly reported and opened claims acknowledged the same or next business day
- National claims representation with Commercial Liability Claims Examiner niche expertise
- Subrogation and Recovery Examiners are exclusively dedicated to recovering policyholder paid losses
- 24/7 experienced and efficient claims service consistent staff and industry leading paperless capabilities

Risk Management Services

- Product specific web-based Risk Management Services solutions through PHLY.com
- Free Learning Management System with over 40 courses
- Build a Customized Risk Management Program through our complimentary portal
- Regular e-flyer communications on current Risk Management Services issues and Large Loss Lessons Learned
- Strategic partnership with best in class vendor for discounted background and motor vehicle record (MVR) checks

Contact PHLY Customer Service Available Monday - Friday from 8:30 a.m. to 8:00 p.m.



Call 877.438.7459
Fax 866.847.4046



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Risk Management Services

PHIY RISK MANAGEMENT SERVICES

Welcome to PHLY Risk Management Services, PHLY is familiar with the unique Risk Management Services programming needs of you organization and has achieved superior results in this area. We are committed to delivering quality and timely loss prevention services and risk control products to your organization. Customer satisfaction through the delivery of these professional products to achieve measurable risk improvement results is our goal. We know the fulfillment of our Risk Management Services commitment is not complete until we deliver upon our promises.

OUR MISSION: We welcome the opportunity to demonstrate how we can tailor a risk management program suitable to our customer's needs. We are committed to providing our customers with improved communications, quicker implementation of loss control servicing initiatives, and specific benchmarking goals that help us quantify the true value of our services.

OUR MOTTO: "Innovative Services Producing Optimum Results:" This mantra reflects our commitment to utilize innovative products and solutions to help our customers achieve measurable results. Customer satisfaction through the delivery of these quality professional products is our goal. We know the fulfillment of our Risk Management Services commitment is not complete until we deliver upon our promises.

In order to gain full access to these resources and others, please take a moment to <u>register</u> on our <u>website</u>. If you already have an id to PHLY.com, please <u>login</u> to access Risk Management Services resources.

Risk Management Resources

- AbusePrevention Systems/Ministry Safe
- Human Services Abuse Prevention Training
- Home Health Aides Abuse Prevention Training
- PHLY Risk Management Services e-training
- PureSafety (online driver training course)
- PureSafety (online safety training & software for incident, injury and illness management)
- Nonprofit Risk Management Center
- IntelliCorp Records, Inc.
- SafetyFirst (fleet monitoring program)
- WEMED Loss Assistance Hotline
- in2vate: Web-enabled EPLI (employment practices liability insurance) Risk Management Services
- Safe-Wise: Youth Services Organizations & Aquatics

Proprietary Risk Management Services

- PHLY Risk Management Services E-flyers
- Large Account Service Capabilities
- Loss Trend Analysis/Risk Management Information System
- Responding to Risk Management Services Recommendations

Outside the Box

• ePIC Risk Management Services (unbundled – for fee)

Contact

• For more information please contact: <u>Customer Service</u>

800.873.4552

IMPORTANT NOTICE - The information and suggestions presented by Philadelphia Indemnity Insurance Company in this e-brochure is for your consideration in your loss prevention efforts. They are not intended to be complete or definitive in identifying all hazards associated with your business, preventing workplace accidents, or complying with any safety related, or other, laws or regulations. You are encouraged to alter them to fit the specific hazards of your business and to have your legal counsel review all of your plans and company policies.

Philadelphia Insurance Companies is the marketing name for the insurance company subsidiaries of the Philadelphia Consolidated Holding Corp., a Member of the Tokio Marine Group. Your insurance policy, and not the information contained in this document, forms the contract between you and your insurance company. If there is a discrepancy or conflict between the information contained herein and your policy, your policy takes precedence. All coverages are not available in all states due to state insurance regulations. Certain coverages(s) may be provided by a surplus lines insurer. Surplus lines insurers do not generally participate in state guaranty funds and insureds are therefore not protected by such funds. | © 2013 Philadelphia Consolidated Holding Corp., All Rights Reserved.









A Member of the Tokio Marine Group

One Bala Plaza, Suite 100 Bala Cynwyd, Pennsylvania 19004 610.617.7900 Fax 610.617.7940 PHLY.com

Philadelphia Indemnity Insurance Company

Commercial Lines Policy

THIS POLICY CONSISTS OF:

- DECLARATIONS
- COMMON POLICY CONDITIONS
- ONE OR MORE COVERAGE PARTS. A COVERAGE PART CONSISTS OF:
- ONE OR MORE COVERAGE FORMS
- APPLICABLE FORMS AND ENDORSEMENTS

IN WITNESS WHEREOF, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless signed by our authorized representative.

President & CEO

Secretary

BJP-190-1 (12-98)

PI-REINS-NOTICE 1 (03/18)



NOTICE REINSTATEMENT FEE

Please be advised that if your policy is cancelled due to non-payment of the premium and we agree to reinstate your policy, you will be charged a reinstatement fee of \$50* (where permitted).

This fee is in addition to any premium owed on the policy.

^{*\$25} in Delaware, Georgia, New Hampshire and New Mexico; and \$15 in Kansas and Nebraska



A Member of the Tokio Marine Group

One Bala Plaza, Suite 100 Bala Cynwyd, Pennsylvania 19004 610.617.7900 Fax 610.617.7940 PHLY.com

GOODWILL INDUSTRIES OF CENTRAL OKLAHOMA INC 316 S Blackwelder Ave Oklahoma City, OK 73108-1418

OKLAHOMA NOTICE REGARDING: EARTHQUAKES RESULTING FROM OIL AND GAS ACTIVITIES

The Oklahoma Department of Insurance is requiring all companies to send this notice.

The following applies if your policy contains Earthquake coverage:

Subject to all policy provisions, the coverage provided by this policy IS NOT intended to cover earthquake damage resulting from:

- **a.** extracting oil or gas from below the earth's surface by any process, including but not limited to hydraulic fracturing or drilling; or
- **b.** injecting or inserting any substance, including but not limited to, water and wastewater, below the earth's surface for any purpose; or
- **c.** storage of any substance, including but not limited to, water and wastewater below the earth's surface for any purpose; or

ANY COMBINATION OF A. - C. ABOVE.

Please note that your producer is also receiving this notice.

PP 20 15 (06/15)

PHILADELPHIA INSURANCE COMPANIES PRIVACY POLICY NOTICE Philadelphia Indemnity Insurance Company

The Philadelphia Insurance Companies value your privacy and we are committed to protecting personal information that we collect during the course of our business relationship with you. The collection, use and disclosure of certain nonpublic personal information are regulated by law.

This notice is for your information only and requires no action on your part. It will inform you about the types of information that we collect and how it may be used or disclosed. This does not reflect a change in the way we do business or handle your information.

Information We Collect:

We collect personal information about you from the following sources:

- Applications or other forms such as claims forms or underwriting questionnaires completed by you;
- Information about your transactions with us, our affiliates or others; and
- Depending on the type of transaction you are conducting with us, information may be collected from consumer reporting agencies, health care providers, employers and other third parties.

Information We Disclose:

We will only disclose the information described above to our affiliates and non-affiliated third parties, as permitted by law, and when necessary to conduct our normal business activities.

For example, we may make disclosures to the following types of third parties:

- Your agent or broker (producer);
- Parties who perform a business, professional or insurance functions for our company, including our reinsurance
- companies:
- Independent claims adjusters, investigators, attorneys, other insurers or medical care providers who need information to investigate, defend or settle a claim involving you;
- Regulatory agencies in connection with the regulation of our business; and
- Lienholders, mortgagees, lessors or other persons shown on our records as having a legal or beneficial interest in your policy.

We do not sell your information to others for marketing purposes. We do not disclose the personal information of persons who have ceased to be our customers.

Protection of Information:

The Philadelphia Insurance Companies maintain physical, electronic and procedural safeguards that comply with state and federal regulations to protect the confidentiality of your personal information. We also limit employee access to personally identifiable information to those with a business reason for knowing such information.

Use of Cookies and Opt-Out:

We may place electronic "cookies" in the browser files of your computer when you access our website. Cookies are text files placed on your computer to enable our systems to recognize your browser and so that we may tailor information on our website to your interests. We or our third party service providers or business partners may place cookies on your computer's hard drive to enable us to match personal information that we maintain about you so that we are able to prepopulate on-line forms with your information. We also use cookies to help us analyze traffic on our website to better understand your interests. Although we do not use your non-public personal information for this purpose, you may optout of cookies and advertising features through one of the available options including but not limited to Ads Settings in Google.com or the Network Advertising Initiative (NAI) Consumer Opt-out. Opting out does not mean you will no longer receive online advertising. It does mean that companies from which you opted out will no longer customize ads based on your interests and web usage patterns using cookies.

How to Contact Us: Philadelphia Insurance Companies, One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004

Attention: Chief Privacy Officer



A Member of the Tokio Marine Group

One Bala Plaza, Suite 100 Bala Cynwyd, Pennsylvania 19004 610.617.7900 Fax 610.617.7940 PHLY.com

Philadelphia Indemnity Insurance Company

COMMON POLICY DECLARATIONS

Policy Number: PHPK1972850

Named Insured and Mailing Address:

GOODWILL INDUSTRIES OF CENTRAL

OKLAHOMA INC

316 S Blackwelder Ave

Oklahoma City, OK 73108-1418

Producer: 4071

UNIVERSAL INSURANCE AGENCY, INC.

P.O. BOX 6327 MOORE, OK 73153

(405)799-3311

Policy Period From: 05/01/2019 **To:** 05/01/2020

at 12:01 A.M. Standard Time at your mailing

address shown above.

Business Description: Non Profit Organization

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Commercial Property Coverage Part 95,830.00
Commercial General Liability Coverage Part 60,893.00

Commercial Crime Coverage Part

Commercial Inland Marine Coverage Part 2,235.00
Commercial Auto Coverage Part 100,563.00

Businessowners

Workers Compensation

Professional Liability 4,470.00

Sexual/Physical Abuse 5,835.00

Total \$ 269,826.00

Total Includes Federal Terrorism Risk Insurance Act Coverage

FORM (S) AND ENDORSEMENT (S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE Refer To Forms Schedule

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations

CPD- PIIC (06/14)

Secretary President and CEO

PHC POL 10

738.00

Form Schedule – Policy

Policy Number: PHPK1972850

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
WHY MyPHLY	0000	WHY MyPHLY?
CSNotice-1	0818	Making Things Easier
BJP-190-1	1298	Commercial Lines Policy Jacket
PI-REINS-NOTICE 1	0318	Notice Reinstatement Fee
OK Fracking Notice	1215	OK Notice: Earthquakes From Oil And Gas Activities
PP2015	0615	Privacy Policy Notice
CPD-PIIC	0614	Common Policy Declarations
Location Schedule	0100	Location Schedule
Mortgagee Schedule	0100	Mortgagee Schedule
Loss Payee Schedule	0100	Loss Payee Schedule
Additional Insured Schedule	0100	Additional Insured Schedule
Named Insured Sched	0100	Named Insured Schedule
PI-BELL-1	1109	Bell Endorsement
PI-CME-1	1009	Crisis Management Enhancement Endorsement
IL0017	1198	Common Policy Conditions
IL0021	0908	Nuclear Energy Liability Exclusion Endorsement
IL0174	0705	Oklahoma Changes - Appraisal
IL0177	1010	Oklahoma Chgs-Concealment, Misrepresentation or Fraud
IL0179	1002	Oklahoma Notice
IL0236	0907	Oklahoma Changes - Cancellation and Nonrenewal
IL0952	0115	Cap On Losses From Certified Acts Of Terrorism
PI-CANXAICH-002	0511	Cancellation Notice To Sched Addl Insd Or Cert Holder
PI-TER-DN1	0115	Disclosure Notice Of Terrorism Ins Coverage Rejection

Locations Schedule

Prems. No.	Bldg. No.	Address
0001	0001	151 12th Ave SE Norman, OK 73071-4958
0002	0001	6830 E Reno Ave Midwest City, OK 73110-2150
0003	0001	2109 SW 89th St Oklahoma City, OK 73159-6310
0004	0001	8015 NW Expressway Oklahoma City, OK 73162
0005	0001	1324 N Kelly Ave # 14 Edmond, OK 73003-3906
0006	0001	7420 N May Ave Oklahoma City, OK 73116-3202
0007	0001	1204 N Interstate Dr Ste 100 Norman, OK 73072-3348
8000	0001	8301 N Western Ave Oklahoma City, OK 73114-1931
0009	0001	1401 SW 3rd St Oklahoma City, OK 73108-1413
0010	0001	1315 SW 3rd St Oklahoma City, OK 73108-1411
0011	0001	2124 NW 23rd St Oklahoma City, OK 73107-2402
0012	0001	316 S Blackwelder Ave Oklahoma City, OK 73108-1418
0013	0001	111 N Eastern Ave Moore, OK 73160-6957
0014	0001	200 N Mustang Mall Ter Ste 200 Mustang, OK 73064-5135
0015	0001	741 NW 12th St Moore, OK 73160-3606
0016	0001	13325 N MacArthur Blvd Ste 600 Oklahoma City, OK 73142-3029

Locations Schedule

Prems. No.	Bldg. No.	Address
0017	0001	1011D Garth Brooks Blvd Yukon, OK 73099-4104
0018	0001	12302 N May Ave Oklahoma City, OK 73120-1944
0019	0001	9903 SE 15th St Midwest City, OK 73130-5505
0020	0001	914 Arlington St Ada, OK 74820-4035
0021	0001	2917 W Britton Rd Oklahoma City, OK 73120-4433
0022	0001	13801 N Bryant Edmond, OK 73013
0023	0001	4605 NW 23rd St Oklahoma City, OK 73127-2128
0024	0001	2016 NW 39th St Oklahoma City, OK 73118-2614
0025	0001	6817 N Broadway Edmond, OK 73034-7818
0026	0001	9118 S Western Ave Ste F Oklahoma City, OK 73139-2725
0027	0001	201 N Porter Ave Norman, OK 73071-5836
0028	0001	2430 W Main St Norman, OK 73069-6328
0029	0001	1930 N Kickapoo Ave Shawnee, OK 74804-2723
0030	0001	3048 Classen Blvd Norman, OK 73071-4055
0031	0001	620 N Santa Fe Ave Ste B Moore, OK 73160-2146
0032	0001	2209 SW 104th St Ste C Oklahoma City, OK 73159-7521

Locations Schedule

Prems. No.	Bldg. No.	Address
0033	0001	5819 E Covell Rd Edmond, OK 73034-7651
0034	0001	7000 NW 122nd St Ste C Oklahoma City, OK 73142-3907
0035	0001	440 NW 23rd St Oklahoma City, OK 73103-1508
0036	0001	1900 NW 164th St Edmond, OK 73013-8959
0037	0001	7001 W Hefner Rd # C Oklahoma City, OK 73162-4712
0038	0001	7501 SE 15th St Midwest City, OK 73110-5425
0039	0001	741 SW 19th St Moore, OK 73160-2918
0040	0001	904 NW 150th Oklahoma City, OK 73108
0041	0001	6305 N MacArthur Blvd Warr Acres, OK 73122-7224
0042	0001	1020 NW 192nd St Ste G Edmond, OK 73012-4296
0043	0001	904 N Rockford Pl Ardmore, OK 73401-2241
0044	0001	5801 S Sooner Rd Ste B Oklahoma City, OK 73135-5605
0045	0001	2400 12th Ave NE Ste 120 Norman, OK 73071-6841
0046	0001	3729 S Western Ave Oklahoma City, OK 73109-3401
0047	0001	801 E Lakeview Rd Stillwater, OK 74075-2837
0048	0001	805 S Eastern Ave Moore, OK 73160-6121

Locations Schedule

Prems. No.	Bldg. No.	Address
0049	0001	921 NE 13th St Oklahoma City, OK 73104-5007
0050	0001	2525 W Danforth Edmond, OK 73012
0051	0001	501 S Division St Guthrie, OK 73044-4824
0052	0001	28 E 15th St Edmond, OK 73013-4301
0053	0001	1915 Classen Blvd Norman, OK 73071-4677

Mortgagee Schedule

Policy Number: PHPK1972850

Mortgagee

Midfirst Bank PO Box 54385 Oklahoma City, OK 73154-1385

OK - Loc #9 - Bld #1 - BUILDING (WAREHOUSES-PUBLIC)

OK - Loc #10 - Bld #1 - BUILDING (WAREHOUSES-PUBLIC)

OK - Loc #12 - Bld #1 - BUILDING (WAREHOUSE-MINI WAREHOUSE)

OK - Loc #28 - Bld #1 - BUILDING (CLOTHING/WEAR APPAREL)

Mortgagee

Investors Warranty of America 4333 Edgewood Rd NE MS 5533 Cedar Rapids, IA 52499-3830

OK - Loc #2 - Bld #1 - BUILDING (CLOTHING/WEAR APPAREL DISTRIB)

Mortgagee

First National Bank of Syracuse 2414 E Kansas Ave Garden City, KS 67846-6961

OK - Loc #48 - Bld #1 - BUILDING (CLOTHING/WEAR APPAREL)

Mortgagee

STORE Master Funding X, LLC, its successors and/or assigns c/o KeyBank National Association 11501 Outlook St Ste 300 Overland Park, KS 66211-1807

OK - Loc #29 - Bld #1 - BUILDING (CLOTHING/WEAR APPAREL) LOAN # 030294690

OK - Loc #36 - Bld #1 - BUILDING (CLOTHING/WEAR APPAREL) LOAN # 030295337

Mortgagee Schedule

Policy Number: PHPK1972850

Mortgagee

U.S. Bank N.A 808 S Roosevelt Ave Burlington, IA 52601

OK - Loc #51 - Bld #1 - BUILDING (CLOTHING/WEAR APPAREL) RE; 2nd Mortgagee

Mortgagee

Elliott & Gloria Birnberg Scottok, LLC 6133 Capri Ct Long Beach, CA 90803-4858

OK - Loc #48 - Bld #1 - BUILDING (CLOTHING/WEAR APPAREL)

Loss Payee Schedule

Policy Number: PHPK1972850

Loss Payee-Auto

XTRA Leasing, LLC 4301 SW 134th St Oklahoma City, OK 73173-8328

Commercial Automobile

Loss Payee-Auto

Summit Idealease 1645 W Reno Ave Oklahoma City, OK 73106-3213

OK - Veh #24 2016 INTERNATIONAL 4000 - 3HAMMMML1GL132694

OK - Veh #54 2019 INTERNATIONAL 4000 - 1HTMMMML6KH760135

OK - Veh #55 2019 INTERNATIONAL 4000 - 1HTMMMML5KH760210

OK - Veh #56 2019 INTERNATIONAL 4000 - 1HTMMMML0KH760213

Loss Payee

Midfirst Bank PO Box 54385 Oklahoma City, OK 73154-1385

OK - Loc #9 - Bld #1 - BUSINESS PERS PROPERTY (WAREHOUSES-PUBLIC)

OK - Loc #10 - BId #1 - BUSINESS PERS PROPERTY (WAREHOUSES-PUBLIC)

OK - Loc #12 - BId #1 - BUSINESS PERS PROPERTY (WAREHOUSE-MINI WAREHOUSE)

Loss Payee

Investors Warranty of America 4333 Edgewood Rd NE MS 5533 Cedar Rapids, IA 52499-3830

OK - Loc #2 - Bld #1 - BUSINESS PERS PROPERTY (CLOTHING/WEAR APPAREL DISTRIB)

Loss Payee

Wells Fargo Equipment Finance PO Box 3547 Bellevue, WA 98009-3547

OK - Loc #12 - Bld #1 - BUSINESS PERS PROPERTY (WAREHOUSE-MINI WAREHOUSE)

Loss Payee Schedule

Policy Number: PHPK1972850

Loss Payee

BancFirst PO Box 26788 Oklahoma City, OK 73126-0788

OK - Loc #11 - Bld #1 - BUSINESS PERS PROPERTY (WAREHOUSE-MINI WAREHOUSE) LOAN #4009115020

Loss Payee

Advantage Financial Services PO Box 660831 Dallas, TX 75266-0831

OK - Loc #12 - Bld #1 - BUSINESS PERS PROPERTY (WAREHOUSE-MINI WAREHOUSE)

Loss Payee

Leaf Capital Funding LLC ISAOA c/o Insurance Service Center PO Box 979127 Miami, FL 33197-9127

OK - Loc #12 - Bld #1 - BUSINESS PERS PROPERTY (WAREHOUSE-MINI WAREHOUSE) 103-6060222-003; 103-6060222-004

Loss Payee

Leaf Capital Funding, LLC c/o Insurance Service Center PO Box 979127 Miami, FL 33197-9127

OK - Loc #12 - Bld #1 - BUSINESS PERS PROPERTY (WAREHOUSE-MINI WAREHOUSE) Re: Copystar CS 4550CI Copier System Lease #1006060222005

Loss Payee Schedule

Policy Number: PHPK1972850

Loss Payee

Rock Creek Shopping Center PO Box 720637 Norman, OK 73070-4481

OK - Loc #45 - Bld #1 - BUSINESS PERS PROPERTY (WAREHOUSES-PUBLIC)

Loss Payee

Agree Limited Partnership, a Delaware limited partnership 70 E Long Lake Rd Bloomfield Hills, MI 48304-2356

OK - Loc #43 - BId #1 - BUSINESS PERS PROPERTY (CLOTHING/WEAR APPAREL)

Loss Payee

Midfirst Bank ISAOA Business Banking PO Box 54385 Oklahoma City, OK 73154-1385

OK - Loc #47 - BId #1 - BUSINESS PERS PROPERTY (CLOTHING/WEAR APPAREL)

Loss Payee

STORE Master Funding X, LLC, its successors and/or assigns c/o KeyBank National Association 11501 Outlook St Ste 300 Overland Park, KS 66211-1807

OK - Loc #29 - Bld #1 - BUSINESS PERS PROPERTY (CLOTHING/WEAR APPAREL)

OK - Loc #36 - Bld #1 - BUSINESS PERS PROPERTY (CLOTHING/WEAR APPAREL)

Loss Payee Schedule

Policy Number: PHPK1972850

Loss Payee

Danforth Development, LLC PO Box 424 Spencer, OK 73084-0424

OK - Loc #50 - Bld #1 - BUSINESS PERS PROPERTY (CLOTHING/WEAR APPAREL)

Loss Payee

MailFinance Inc. PO Box 3547 c/o Insurance Center Bellevue, WA 98009-3547

OK - Loc #12 - Bld #1 - BUSINESS PERS PROPERTY (WAREHOUSE-MINI WAREHOUSE)

Loss Payee

Canon Financial Services, Inc. PO Box 5008 Mount Laurel, NJ 08054-5008

OK - Loc #12 - Bld #1 - BUSINESS PERS PROPERTY (WAREHOUSE-MINI WAREHOUSE) Re: Graphics Equipment, Model WF-C20590 Serial# X3FV000858

Additional Insured Schedule

Policy Number: PHPK1972850

Additional Insured

Roberts Truck Center 1645 W Reno Oklahoma City, OK 73106-3213

CA2001 - Commercial Automobile

Additional Insured

Buckners Leasing Company PO Box 410679 c/o Lockton Risk Services Kansas City, MO 64141-0679

CA2048 - Commercial Automobile

Additional Insured

Waiver and Primary/Non-Contributory VRE Edmond, LLC 1211 S White Chapel Blvd Southlake, TX 76092-9303

CG2026 - OK - Loc #36

Additional Insured

MEBS Development Co., LLC Attn: Ethan Slavin 5830 NW Expressway # 338 Warr Acres, OK 73132-5239

CG2026 - OK - Loc #37

Additional Insured

DDSD PO Box 25352 Oklahoma City, OK 73125-0352

CG2026 - General Liability required for audit

Additional Insured Schedule

Policy Number: PHPK1972850

Additional Insured

Danforth Development, LLC PO Box 424 Spencer, OK 73084-0424

CG2026 - OK - Loc #50

Additional Insured

XTRA Leasing, LLC 4301 SW 134th St Oklahoma City, OK 73173-8328

CA2048 - Commercial Automobile

Additional Insured

TSG Properties, LLC PO Box 71507 Salt Lake City, UT 84171-0507

CG2011 - OK - Loc #47

Additional Insured

DDDD, LLC PO Box 964 El Reno, OK 73036-0964

CG2011 - OK - Loc #24

Additional Insured

Summit Idealease 1645 W Reno Ave Oklahoma City, OK 73106-3213

CA2001 - OK - Veh #24 2016 INTERNATIONAL 4000 - 3HAMMMML1GL132694

Additional Insured Schedule

Policy Number: PHPK1972850

Additional Insured

Summit Idealease 1645 W Reno Ave Oklahoma City, OK 73106-3213

CA2001 - OK - Veh #54 2019 INTERNATIONAL 4000 - 1HTMMMML6KH760135

CA2001 - OK - Veh #55 2019 INTERNATIONAL 4000 - 1HTMMMML5KH760210

CA2001 - OK - Veh #56 2019 INTERNATIONAL 4000 - 1HTMMMML0KH760213

Additional Insured

Dell Marketing L.P. c/o Dell Legal Attn: Sr. Real Estate Counsel 1 Dell Way Round Rock, TX 78682-7000

CA2048 - Commercial Automobile

Case 5:20-cv-00511-R Document 1-4 Filed 06/01/20 Page 25 of 386

Philadelphia Indemnity Insurance Company

Named Insured Schedule

Policy Number: PHPK1972850

Goodwill Accepts, LLC

Goodwill Serves, LLC

Goodwill Shops North, LLC

Goodwill Shops South, LLC

Goodwill Industries of Central Oklahoma, Inc. DBA Goodwill Career Pathways Institute

COMMERCIAL PROPERTY CP P 003 07 06

EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA ADVISORY NOTICE TO POLICYHOLDERS

This Notice does not form a part of your insurance contract. No coverage is provided by this Notice, nor can it be construed to replace any provisions of your policy (including its endorsements). If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) shall prevail.

Carefully read your policy, including the endorsements attached to your policy.

This Notice provides information concerning the following new endorsement, which applies to your new or renewal policy being issued by us:

Exclusion Of Loss Due To Virus Or Bacteria Endorsement CP 01 40 07 06

This endorsement makes an explicit statement regarding a risk that is not covered under your Commercial Property insurance. It points out that there is no coverage under such insurance for loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease. The exclusion in this endorsement applies to all coverages provided by your Commercial Property insurance, including (if any) property damage and business income coverages.

CP P 003 07 06

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

Policy Number: PHPK1972850

Named Insured: GOODWILL INDUSTRIES OF CENTRAL

BUSINESS DESCRIPTION: Non Profit Organization

DESCRIPTION OF PREMISES:

Prem. Bldg

No. No. Location, Fire Protection/Construction and Occupancy

SEE SCHEDULE ATTACHED

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or

for which an entry is made.

Prem. Bldg. Limit of Causes of

No. No. Coverage Insurance Loss Form (1) Coinsurance(2) Deductible

SEE SCHEDULE ATTACHED

OPTIONAL COVERAGES:

Prem. Bldg. Agreed Value Replacement Cost Inflation No. No. Coverage Amount Expiration Date Incl. Stock Guard

SEE SCHEDULE ATTACHED

OPTIONAL COVERAGES: APPLIES TO BUSINESS INCOME ONLY

Prem. Bldg. Agreed Value Agreed Value Monthly Limit of Maximum Period of Extended Period of No. No. Date Amount Indemnity (Fraction) Indemnity (Days)

SEE SCHEDULE ATTACHED

DEDUCTIBLE:

SEE SCHEDULE ATTACHED

MORTGAGE HOLDERS:

Refer To Mortgagee/Loss Payee Schedule

FORM(S) AND ENDORSEMENT(S) APPLICABLE TO THIS COVERAGE PART:

Refer To Forms Schedule

TOTAL PREMIUM FOR THIS COVERAGE PART \$ 95,830.00

(1) EQ (if shown) = Earthquake (2) Coinsurance %, Extra Expense %, Limits on Loss Payment or Value Reporting Form Symbol

Countersignature Date Authorized Representative

Form Schedule - Property

Policy Number: PHPK1972850

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

FORMS APPLICABLE TO ALL PREMISES AND COVERAGES

Form	Edition	Description
~~ ~	0000	_ ,
CP P 003	0706	Excl of Loss Due to Virus or Bacteria Advisory Notice
Property Dec	0100	Property Declarations
Property Schedule	0100	Property Supplemental Schedule
CP0090	0788	Commercial Property Conditions
CP0140	0706	Exclusion Of Loss Due To Virus Or Bacteria
CP0320	1092	Multiple Deductible Form (Fixed Dollar Deductibles)
CP0321	0607	Windstorm or Hail Percentage Deductible
CP1032	8080	Water Exclusion Endorsement
CP1218	0607	Loss Payable Provisions
PI-BM-001	0313	Equipment Breakdown Protection Endorsement
PI-NP-008	0803	Valuation of Donated Stock

Form Schedule - Property

Policy Number: PHPK1972850

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

FORMS APPLICABLE TO SPECIFIC PREMISES AND COVERAGES

Form	Edition Description
Property Blanket Schedule	e 0100 Property Blanket Schedule
	001 BUSINESS PERS PROPERTY
	BUSINESS INCOME-BASIC
	BLDG IMPR & BETTERMENTS
OK PREMS 002 BLDG 0	
	BUSINESS PERS PROPERTY
	BUSINESS INCOME-BASIC
	BLDG IMPR & BETTERMENTS
OK PREMS 003 BLDG 0	
	BUSINESS INCOME-BASIC
	BLDG IMPR & BETTERMENTS
OK PREMS 004 BLDG 0	
	BUSINESS INCOME-BASIC
	BLDG IMPR & BETTERMENTS
OK PREMS 005 BLDG 0	001 BUSINESS PERS PROPERTY
J. 114110 000 2420 0	BLDG IMPR & BETTERMENTS
OK PREMS 006 BLDG 0	001 BUSINESS PERS PROPERTY
	BLDG IMPR & BETTERMENTS
OK PREMS 007 BLDG 0	
	BLDG IMPR & BETTERMENTS
OK PREMS 008 BLDG 0	
	BLDG IMPR & BETTERMENTS
OK PREMS 009 BLDG 0	001 BUILDING
	BUSINESS PERS PROPERTY
OK PREMS 010 BLDG 0	001 BUILDING
	BUSINESS PERS PROPERTY
OK PREMS 011 BLDG (001 BUILDING
	BUSINESS PERS PROPERTY
	BLDG IMPR & BETTERMENTS
OK PREMS 012 BLDG (001 BUILDING
	BUSINESS PERS PROPERTY
	BUSINESS INCOME-BASIC
OK PREMS 013 BLDG (001 BUSINESS PERS PROPERTY
	BLDG IMPR & BETTERMENTS
OK PREMS 014 BLDG 0	001 BUSINESS PERS PROPERTY
	BLDG IMPR & BETTERMENTS
OK PREMS 015 BLDG 0	001 BUSINESS PERS PROPERTY
	BLDG IMPR & BETTERMENTS
OK PREMS 016 BLDG 0	001 BUSINESS PERS PROPERTY
	BLDG IMPR & BETTERMENTS
OK PREMS 017 BLDG 0	001 BUSINESS PERS PROPERTY
	BUSINESS INCOME-BASIC
	BLDG IMPR & BETTERMENTS
OK PREMS 018 BLDG 0	001 BUSINESS PERS PROPERTY
	BLDG IMPR & BETTERMENTS
OK PREMS 019 BLDG 0	001 BUSINESS PERS PROPERTY

Form Schedule - Property

Policy Number: PHPK1972850

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

OK	PREMS	020	BLDG	001	BLDG IMPR & BETTERMENTS BUSINESS PERS PROPERTY BUSINESS INCOME-BASIC
OK	PREMS	021	BLDG	001	BLDG IMPR & BETTERMENTS BUSINESS PERS PROPERTY BUSINESS INCOME-BASIC
OK	PREMS	022	BLDG	001	BLDG IMPR & BETTERMENTS BUSINESS PERS PROPERTY BLDG IMPR & BETTERMENTS
OK	PREMS	023	BLDG	001	BUSINESS PERS PROPERTY BUSINESS INCOME-BASIC
OK	PREMS	024	BLDG	001	BLDG IMPR & BETTERMENTS BUSINESS PERS PROPERTY BUSINESS INCOME PASSO
OK	PREMS	025	BIDG	001	BUSINESS INCOME-BASIC BLDG IMPR & BETTERMENTS BUSINESS PERS PROPERTY
OIL	FREMS	023	БПРС	001	BLDG IMPR & BETTERMENTS
OK	PREMS	026	BLDG	001	BUSINESS PERS PROPERTY BUSINESS INCOME-BASIC BLDG IMPR & BETTERMENTS
OK	PREMS	027	BLDG	001	BUSINESS PERS PROPERTY
oĸ	PREMS	028	BLDG	001	BLDG IMPR & BETTERMENTS BUILDING
					BUSINESS PERS PROPERTY BUSINESS INCOME-BASIC
oĸ	PREMS	029	BT.DG	001	BLDG IMPR & BETTERMENTS BUILDING
011	110110	023	2220	001	BUSINESS PERS PROPERTY BUSINESS INCOME-BASIC
					BLDG IMPR & BETTERMENTS
OK	PREMS	030	BLDG	001	BUSINESS PERS PROPERTY BLDG IMPR & BETTERMENTS
OK	PREMS	031	BLDG	001	BUSINESS PERS PROPERTY
OK	PREMS	032	BLDG	001	BLDG IMPR & BETTERMENTS BUSINESS PERS PROPERTY
oĸ	PREMS	033	BT.DG	001	BLDG IMPR & BETTERMENTS BUSINESS PERS PROPERTY
					BLDG IMPR & BETTERMENTS
OK	PREMS	034	BLDG	001	BUSINESS PERS PROPERTY BLDG IMPR & BETTERMENTS
OK	PREMS	035	BLDG	001	BUSINESS PERS PROPERTY
OK	PREMS	036	BLDG	001	BLDG IMPR & BETTERMENTS BUILDING
					BUSINESS PERS PROPERTY BUSINESS INCOME-BASIC
OK	PREMS	037	BLDG	001	BLDG IMPR & BETTERMENTS BUSINESS PERS PROPERTY BLDG IMPR & BETTERMENTS
OK	PREMS	038	BLDG	001	BUSINESS PERS PROPERTY BUSINESS INCOME-BASIC
					BLDG IMPR & BETTERMENTS

Form Schedule – Property

Policy Number: PHPK1972850

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

OK	PREMS	039	BLDG	001	BUSINESS PERS PROPERTY BUSINESS INCOME-BASIC BLDG IMPR & BETTERMENTS
OK	PREMS	040	BLDG	001	BUSINESS PERS PROPERTY BLDG IMPR & BETTERMENTS
OK	PREMS	041	BLDG	001	BUSINESS PERS PROPERTY BUSINESS INCOME-BASIC
					BLDG IMPR & BETTERMENTS
OK	PREMS	042	BLDG	001	BUSINESS PERS PROPERTY
					BLDG IMPR & BETTERMENTS
OK	PREMS	043	BLDG	001	BUILDING
					BUSINESS PERS PROPERTY
					BUSINESS INCOME-BASIC
					BLDG IMPR & BETTERMENTS
OK	PREMS	044	BLDG	001	BUSINESS PERS PROPERTY
		0.45		001	BLDG IMPR & BETTERMENTS
OK	PREMS	045	BLDG	001	BUSINESS PERS PROPERTY
077	DD = 140	046	DT D.C	001	BLDG IMPR & BETTERMENTS
OK	PREMS	046	BLDG	001	BUILDING
					BUSINESS PERS PROPERTY
					BUSINESS INCOME-BASIC BLDG IMPR & BETTERMENTS
OK	PREMS	047	BIDG	001	BUILDING
OK	PREMS	047	БППС	001	BUSINESS PERS PROPERTY
					BUSINESS FERS PROPERTY BUSINESS INCOME-BASIC
					BLDG IMPR & BETTERMENTS
OK	PREMS	048	BT.DG	001	BUILDING
01.		0.10	2220	001	BUSINESS PERS PROPERTY
					BUSINESS INCOME-BASIC
					BLDG IMPR & BETTERMENTS
OK	PREMS	049	BLDG	001	BUSINESS PERS PROPERTY
					BLDG IMPR & BETTERMENTS
OK	PREMS	050	BLDG	001	BUILDING
					BUSINESS PERS PROPERTY
					BUSINESS INCOME-BASIC
					BLDG IMPR & BETTERMENTS
OK	PREMS	051	BLDG	001	BUILDING
					BUSINESS PERS PROPERTY
					BUSINESS INCOME-BASIC
					BLDG IMPR & BETTERMENTS
OK	PREMS	052	BLDG	001	BUSINESS PERS PROPERTY
					BUSINESS INCOME-BASIC
					BLDG IMPR & BETTERMENTS

Form Schedule - Property

Policy Number: PHPK1972850

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

FORMS APPLICABLE TO SPECIFIC PREMISES AND COVERAGES

Form				Edition Description
CP0010				0607 Building and Personal Property Coverage Form
OK	PREMS 00	01 BLDG	001	BUSINESS PERS PROPERTY
				BLDG IMPR & BETTERMENTS
OK	PREMS 00	02 BLDG	001	
				BUSINESS PERS PROPERTY
				BLDG IMPR & BETTERMENTS
OK	PREMS 00	3 BLDG	001	BUSINESS PERS PROPERTY
				BLDG IMPR & BETTERMENTS
OK	PREMS 00	04 BLDG	001	BUSINESS PERS PROPERTY
				BLDG IMPR & BETTERMENTS
OK	PREMS 00	05 BLDG	001	BUSINESS PERS PROPERTY
				BLDG IMPR & BETTERMENTS
OK	PREMS 00	06 BLDG	001	
				BLDG IMPR & BETTERMENTS
OK	PREMS 00	7 BLDG	001	
				BLDG IMPR & BETTERMENTS
OK	PREMS 00	08 BLDG	001	BUSINESS PERS PROPERTY
				BLDG IMPR & BETTERMENTS
OK	PREMS 00	9 BLDG	001	
077	DD = 140 01		001	BUSINESS PERS PROPERTY
OK	PREMS U	LO BLDG	001	BUILDING PROTEINED PROPERTY
oĸ	PREMS 01	I DIDC	001	BUSINESS PERS PROPERTY BUILDING
OK	PREMS UI	гт втре	001	BUSINESS PERS PROPERTY
				BLDG IMPR & BETTERMENTS
OK	PREMS 01	12 BT.DG	001	
010	110110 01	LE DEDO	001	BUSINESS PERS PROPERTY
OK	PREMS 01	L3 BLDG	001	BUSINESS PERS PROPERTY
				BLDG IMPR & BETTERMENTS
OK	PREMS 01	L4 BLDG	001	BUSINESS PERS PROPERTY
				BLDG IMPR & BETTERMENTS
OK	PREMS 01	L5 BLDG	001	BUSINESS PERS PROPERTY
				BLDG IMPR & BETTERMENTS
OK	PREMS 01	L6 BLDG	001	BUSINESS PERS PROPERTY
				BLDG IMPR & BETTERMENTS
OK	PREMS 01	L7 BLDG	001	BUSINESS PERS PROPERTY
				BLDG IMPR & BETTERMENTS
OK	PREMS 01	L8 BLDG	001	
				BLDG IMPR & BETTERMENTS
OK	PREMS 01	L9 BLDG	001	
			001	BLDG IMPR & BETTERMENTS
OK	PREMS 02	70 RTDG	OOT	
oĸ	PREMS 02	מזק 1	001	BLDG IMPR & BETTERMENTS BUSINESS PERS PROPERTY
OK	rremo Uz	בותום די	001	BLDG IMPR & BETTERMENTS
OK	DDEMS 03	22 BI.DC	001	BUSINESS PERS PROPERTY
OK	rama Uz	שמעם בי	301	DOCIMEDO FERO ENCERTI

Form Schedule – Property

Policy Number: PHPK1972850

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

OK	PREMS	023	BT.DG	001	BLDG IMPR & BETTERMENTS BUSINESS PERS PROPERTY
					BLDG IMPR & BETTERMENTS
OK	PREMS	024	BLDG	001	BUSINESS PERS PROPERTY
					BLDG IMPR & BETTERMENTS
OK	PREMS	025	BLDG	001	BUSINESS PERS PROPERTY
					BLDG IMPR & BETTERMENTS
OK	PREMS	026	BLDG	001	BUSINESS PERS PROPERTY
					BLDG IMPR & BETTERMENTS
OK	PREMS	027	BLDG	001	BUSINESS PERS PROPERTY
					BLDG IMPR & BETTERMENTS
OK	PREMS	028	BLDG	001	BUILDING
					BUSINESS PERS PROPERTY
					BLDG IMPR & BETTERMENTS
OK	PREMS	029	BLDG	001	BUILDING
					BUSINESS PERS PROPERTY
					BLDG IMPR & BETTERMENTS
OK	PREMS	030	BLDG	001	BUSINESS PERS PROPERTY
					BLDG IMPR & BETTERMENTS
OK	PREMS	031	BLDG	001	BUSINESS PERS PROPERTY
					BLDG IMPR & BETTERMENTS
OK	PREMS	032	BLDG	001	BUSINESS PERS PROPERTY
					BLDG IMPR & BETTERMENTS
OK	PREMS	033	BLDG	001	BUSINESS PERS PROPERTY
					BLDG IMPR & BETTERMENTS
OK	PREMS	034	BLDG	001	BUSINESS PERS PROPERTY
					BLDG IMPR & BETTERMENTS
OK	PREMS	035	BLDG	001	BUSINESS PERS PROPERTY
					BLDG IMPR & BETTERMENTS
OK	PREMS	036	BLDG	001	BUILDING
					BUSINESS PERS PROPERTY
					BLDG IMPR & BETTERMENTS
OK	PREMS	037	BLDG	001	BUSINESS PERS PROPERTY
					BLDG IMPR & BETTERMENTS
OK	PREMS	038	BLDG	001	BUSINESS PERS PROPERTY
					BLDG IMPR & BETTERMENTS
OK	PREMS	039	BLDG	001	BUSINESS PERS PROPERTY
					BLDG IMPR & BETTERMENTS
OK	PREMS	040	BLDG	001	BUSINESS PERS PROPERTY
					BLDG IMPR & BETTERMENTS
OK	PREMS	041	BLDG	001	BUSINESS PERS PROPERTY
					BLDG IMPR & BETTERMENTS
OK	PREMS	042	BLDG	001	BUSINESS PERS PROPERTY
					BLDG IMPR & BETTERMENTS
OK	PREMS	043	BLDG	001	BUILDING
					BUSINESS PERS PROPERTY
					BLDG IMPR & BETTERMENTS
OK	PREMS	044	BLDG	001	BUSINESS PERS PROPERTY
					BLDG IMPR & BETTERMENTS
OK	PREMS	045	BLDG	001	BUSINESS PERS PROPERTY
					BLDG IMPR & BETTERMENTS

Form Schedule - Property

Policy Number: PHPK1972850

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

OK	PREMS	046	BLDG	001	BUILDING BUSINESS PERS PROPERTY
oĸ	PREMS	047	BLDG	001	BLDG IMPR & BETTERMENTS BUILDING BUSINESS PERS PROPERTY
OK	PREMS	048	BLDG	001	BLDG IMPR & BETTERMENTS BUILDING
					BUSINESS PERS PROPERTY BLDG IMPR & BETTERMENTS
OK	PREMS	049	BLDG	001	BUSINESS PERS PROPERTY BLDG IMPR & BETTERMENTS
OK	PREMS	050	BLDG	001	BUILDING BUSINESS PERS PROPERTY
ок	PREMS	051	BLDG	001	BLDG IMPR & BETTERMENTS BUILDING
					BUSINESS PERS PROPERTY BLDG IMPR & BETTERMENTS
OK	PREMS	052	BLDG	001	BUSINESS PERS PROPERTY BLDG IMPR & BETTERMENTS
OK	PREMS	053	BLDG	001	BUSINESS PERS PROPERTY BLDG IMPR & BETTERMENTS

Form Schedule - Property

Policy Number: PHPK1972850

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

FORMS APPLICABLE TO SPECIFIC PREMISES AND COVERAGES

Form					Edition	n Description	
CP0030					0607	Business Income (And Extra Expense) Coverage Form	ı
OK	PREMS	001	BLDG	001	BUSINESS	INCOME-BASIC	
OK	PREMS	002	BLDG	001	BUSINESS	INCOME-BASIC	
OK	PREMS	003	BLDG	001	BUSINESS	INCOME-BASIC	
OK	PREMS	004	BLDG	001	BUSINESS	INCOME-BASIC	
OK	PREMS	012	BLDG	001	BUSINESS	INCOME-BASIC	
OK	PREMS	017	BLDG	001	BUSINESS	INCOME-BASIC	
OK	PREMS	020	BLDG	001	BUSINESS	INCOME-BASIC	
OK	PREMS	021	BLDG	001	BUSINESS	INCOME-BASIC	
OK	PREMS	023	BLDG	001	BUSINESS	INCOME-BASIC	
OK	PREMS	024	BLDG	001	BUSINESS	INCOME-BASIC	
OK	PREMS	026	BLDG	001	BUSINESS	INCOME-BASIC	
OK	PREMS	028	BLDG	001	BUSINESS	INCOME-BASIC	
OK	PREMS	029	BLDG	001	BUSINESS	INCOME-BASIC	
OK	PREMS	036	BLDG	001	BUSINESS	INCOME-BASIC	
OK	PREMS	038	BLDG	001	BUSINESS	INCOME-BASIC	
OK	PREMS	039	BLDG	001	BUSINESS	INCOME-BASIC	
OK	PREMS	041	BLDG	001	BUSINESS	INCOME-BASIC	
OK	PREMS	043	BLDG	001	BUSINESS	INCOME-BASIC	
OK	PREMS	-	_		BUSINESS	INCOME-BASIC	
OK	PREMS	047	BLDG	001	BUSINESS	INCOME-BASIC	
OK	PREMS	048	BLDG	001	BUSINESS	INCOME-BASIC	
OK	PREMS	050	BLDG	001	BUSINESS	INCOME-BASIC	
OK	PREMS	051	BLDG	001	BUSINESS	INCOME-BASIC	
OK	PREMS	052	BLDG	001	BUSINESS	INCOME-BASIC	

Form Schedule - Property

Policy Number: PHPK1972850

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

FORMS APPLICABLE TO SPECIFIC PREMISES AND COVERAGES

Form				Edition Description
CP1030				0607 Causes of Loss - Special Form
OK	PREMS	001 B	LDG 001	BUSINESS PERS PROPERTY
				BUSINESS INCOME-BASIC
				BLDG IMPR & BETTERMENTS
OK	PREMS	002 B	LDG 001	BUILDING
				BUSINESS PERS PROPERTY
				BUSINESS INCOME-BASIC BLDG IMPR & BETTERMENTS
OK	PREMS	003 B	T.DG 001	BUSINESS PERS PROPERTY
OI.	1111110	003 D	ADO OUI	BUSINESS INCOME-BASIC
				BLDG IMPR & BETTERMENTS
OK	PREMS	004 B	LDG 001	BUSINESS PERS PROPERTY
				BUSINESS INCOME-BASIC
				BLDG IMPR & BETTERMENTS
OK	PREMS	005 B	SLDG 001	BUSINESS PERS PROPERTY
OF	DDEMC	006 B	TDC 001	BLDG IMPR & BETTERMENTS BUSINESS PERS PROPERTY
OK	PREMS	006 B	TDG OOT	BLDG IMPR & BETTERMENTS
OK	PREMS	007 B	LDG 001	BUSINESS PERS PROPERTY
				BLDG IMPR & BETTERMENTS
OK	PREMS	008 B	BLDG 001	BUSINESS PERS PROPERTY
				BLDG IMPR & BETTERMENTS
OK	PREMS	009 B	SLDG 001	BUILDING
OF	DDEMC	010 B	TDC 001	BUSINESS PERS PROPERTY BUILDING
OK	PREMS	OIO B	PDG OOI	BUSINESS PERS PROPERTY
OK	PREMS	011 B	LDG 001	BUILDING
				BUSINESS PERS PROPERTY
				BLDG IMPR & BETTERMENTS
OK	PREMS	012 B	LDG 001	BUILDING
				BUSINESS PERS PROPERTY
				PERSONAL PROPERTY OTHERS BUSINESS INCOME-BASIC
OK	PREMS	013 B	LDG 001	BUSINESS PERS PROPERTY
V 2.		V-0 -		BLDG IMPR & BETTERMENTS
OK	PREMS	014 B	LDG 001	BUSINESS PERS PROPERTY
				BLDG IMPR & BETTERMENTS
OK	PREMS	015 B	LDG 001	BUSINESS PERS PROPERTY
077	DDEM4	016 5	TDG 001	BLDG IMPR & BETTERMENTS
OK	PREMS	010 B	TDG 001	BUSINESS PERS PROPERTY BLDG IMPR & BETTERMENTS
OK	PREMS	017 B	LDG 001	BUSINESS PERS PROPERTY
		· -	•••	BUSINESS INCOME-BASIC
				BLDG IMPR & BETTERMENTS
OK	PREMS	018 B	BLDG 001	BUSINESS PERS PROPERTY
				BLDG IMPR & BETTERMENTS

Form Schedule – Property

Policy Number: PHPK1972850

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

OK	PREMS	019	BLDG	001	BUSINESS PERS PROPERTY
					BLDG IMPR & BETTERMENTS
OK	PREMS	020	BLDG	001	BUSINESS PERS PROPERTY
					BUSINESS INCOME-BASIC
					BLDG IMPR & BETTERMENTS
OK	PREMS	021	BLDG	001	BUSINESS PERS PROPERTY
					BUSINESS INCOME-BASIC
					BLDG IMPR & BETTERMENTS
OK	PREMS	022	BLDG	001	BUSINESS PERS PROPERTY
					BLDG IMPR & BETTERMENTS
OK	PREMS	023	BLDG	001	BUSINESS PERS PROPERTY
					BUSINESS INCOME-BASIC
					BLDG IMPR & BETTERMENTS
OK	PREMS	024	BLDG	001	BUSINESS PERS PROPERTY
					BUSINESS INCOME-BASIC
					BLDG IMPR & BETTERMENTS
OK	PREMS	025	BLDG	001	BUSINESS PERS PROPERTY
					BLDG IMPR & BETTERMENTS
OK	PREMS	026	BLDG	001	BUSINESS PERS PROPERTY
					BUSINESS INCOME-BASIC
					BLDG IMPR & BETTERMENTS
OK	PREMS	027	BLDG	001	BUSINESS PERS PROPERTY
					BLDG IMPR & BETTERMENTS
OK	PREMS	028	BLDG	001	BUILDING
					BUSINESS PERS PROPERTY
					BUSINESS INCOME-BASIC
					BLDG IMPR & BETTERMENTS
OK	PREMS	029	BLDG	001	BUILDING
					BUSINESS PERS PROPERTY
					BUSINESS INCOME-BASIC
					BLDG IMPR & BETTERMENTS
OK	PREMS	030	BLDG	001	BUSINESS PERS PROPERTY
		•••			BLDG IMPR & BETTERMENTS
OK	PREMS	031	BLDG	001	BUSINESS PERS PROPERTY
					BLDG IMPR & BETTERMENTS
OK	PREMS	032	BLDG	001	BUSINESS PERS PROPERTY
					BLDG IMPR & BETTERMENTS
OK	PREMS	033	BT.DG	001	BUSINESS PERS PROPERTY
01.		000		001	BLDG IMPR & BETTERMENTS
OK	PREMS	034	BT.DG	001	BUSINESS PERS PROPERTY
010	1111110	034	DEDC	001	BLDG IMPR & BETTERMENTS
oĸ	PREMS	035	BT.DG	001	
OIC	FREMS	033	БПРС	001	BLDG IMPR & BETTERMENTS
OK	PREMS	036	BT.DG	001	BUILDING
OIC	FREMS	030	БПРС	001	BUSINESS PERS PROPERTY
					BUSINESS INCOME-BASIC
					BLDG IMPR & BETTERMENTS
OK	DRFMC	037	BLDG	001	BUSINESS PERS PROPERTY
OIL	FIVERIO	037	פטענים	30I	BLDG IMPR & BETTERMENTS
OK	DDFMC	USb	BLDC	001	BUSINESS PERS PROPERTY
OI	PREMO	030	טטעט	301	BUSINESS INCOME-BASIC
					DUSINESS INCOME-BASIC

Form Schedule – Property

Policy Number: PHPK1972850

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

					BLDG IMPR & BETTERMENTS
OK	PREMS	039	BLDG	001	BUSINESS PERS PROPERTY
					BUSINESS INCOME-BASIC
					BLDG IMPR & BETTERMENTS
OK	PREMS	040	BLDG	001	BUSINESS PERS PROPERTY
					BLDG IMPR & BETTERMENTS
OK	PREMS	041	BLDG	001	BUSINESS PERS PROPERTY
					BUSINESS INCOME-BASIC
					BLDG IMPR & BETTERMENTS
OK	PREMS	042	BLDG	001	BUSINESS PERS PROPERTY
					BLDG IMPR & BETTERMENTS
OK	PREMS	043	BLDG	001	BUILDING
					BUSINESS PERS PROPERTY
					BUSINESS INCOME-BASIC
					BLDG IMPR & BETTERMENTS
OK	PREMS	044	BLDG	001	BUSINESS PERS PROPERTY
					BLDG IMPR & BETTERMENTS
OK	PREMS	045	BLDG	001	BUSINESS PERS PROPERTY
					BLDG IMPR & BETTERMENTS
OK	PREMS	046	BLDG	001	BUILDING
					BUSINESS PERS PROPERTY
					BUSINESS INCOME-BASIC
					BLDG IMPR & BETTERMENTS
OK	PREMS	047	BLDG	001	BUILDING
					BUSINESS PERS PROPERTY
					BUSINESS INCOME-BASIC
					BLDG IMPR & BETTERMENTS
OK	PREMS	048	BLDG	001	BUILDING
					BUSINESS PERS PROPERTY
					BUSINESS INCOME-BASIC
					BLDG IMPR & BETTERMENTS
OK	PREMS	049	BLDG	001	BUSINESS PERS PROPERTY
					BLDG IMPR & BETTERMENTS
OK	PREMS	050	BLDG	001	BUILDING
01.		000		001	BUSINESS PERS PROPERTY
					BUSINESS INCOME-BASIC
					BLDG IMPR & BETTERMENTS
OK	PREMS	051	BIDG	001	BUILDING
OI	FREMS	031	БПРС	001	BUSINESS PERS PROPERTY
					BUSINESS FERS FROFERIT
					BLDG IMPR & BETTERMENTS
017	PREMS	0.50	BIDG	001	
OK	PREMS	052	פתחפ	001	BUSINESS PERS PROPERTY BUSINESS INCOME-BASIC
077	DDEMC	0E2	DT DC	001	BLDG IMPR & BETTERMENTS
OK	PREMS	UDS	BLDG	001	BUSINESS PERS PROPERTY
					BLDG IMPR & BETTERMENTS

Form Schedule - Property

Policy Number: PHPK1972850

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

FORMS APPLICABLE TO SPECIFIC PREMISES AND COVERAGES

Form					Edition	Description
PI-EPE-H	s				0609	Elite Property Enhancement: Human Services
PI-NP-00	7				0401	Loss of Income Due to Workplace Violence
OK	PREMS	001	BLDG	001	BUSINESS I	INCOME-BASIC
OK	PREMS	002	BLDG	001	BUSINESS I	INCOME-BASIC
OK	PREMS	003	BLDG	001	BUSINESS I	INCOME-BASIC
OK	PREMS	004	BLDG	001	BUSINESS I	INCOME-BASIC
OK	PREMS	012	BLDG	001	BUSINESS I	INCOME-BASIC
OK	PREMS	017	BLDG	001	BUSINESS I	INCOME-BASIC
OK	PREMS	020	BLDG	001	BUSINESS I	INCOME-BASIC
OK	PREMS	021	BLDG	001	BUSINESS I	INCOME-BASIC
OK	PREMS	023	BLDG	001	BUSINESS I	INCOME-BASIC
OK	PREMS	024	BLDG	001	BUSINESS I	INCOME-BASIC
OK	PREMS	026	BLDG	001	BUSINESS I	INCOME-BASIC
OK	PREMS	028	BLDG	001	BUSINESS I	INCOME-BASIC
OK	PREMS	029	BLDG	001	BUSINESS I	INCOME-BASIC
OK	PREMS	036	BLDG	001	BUSINESS I	INCOME-BASIC
OK	PREMS	038	BLDG	001	BUSINESS I	INCOME-BASIC
OK	PREMS	039	BLDG	001	BUSINESS I	INCOME-BASIC
OK	PREMS	041	BLDG	001	BUSINESS I	INCOME-BASIC
OK	PREMS	043	BLDG	001	BUSINESS I	INCOME-BASIC
OK	PREMS	046	BLDG	001	BUSINESS I	INCOME-BASIC
OK	PREMS	047	BLDG	001	BUSINESS I	INCOME-BASIC
OK	PREMS	048	BLDG	001	BUSINESS I	INCOME-BASIC
OK	PREMS	050	BLDG	001	BUSINESS I	INCOME-BASIC
OK	PREMS	051	BLDG	001	BUSINESS I	INCOME-BASIC
OK	PREMS	052	BLDG	001	BUSINESS I	INCOME-BASIC

Policy Number: PHPK1972850

Named Insured: GOODWILL INDUSTRIES OF CENTRAL Agent # 4071

DESCRIPTION OF PREMISES:

Prem. Bldg.

No. No. Location, Fire Protection/Construction and Occupancy0001 001 151 12th Ave SE Norman, OK 73071-4958

CLOTHING/WEAR APPAREL DISTRIB
PC 03 NON-COMBUSTIBLE

0002 001 6830 E Reno Ave Midwest City, OK 73110-2150

CLOTHING/WEAR APPAREL DISTRIB

PC 01 MASONRY NON-COMBUSTIBLE

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

Prem.	Bldg.	Limit of	Causes of (1)		
No.	No. Coverage	Insurance	Loss Form	Coinsurance(2)	Deductible
0001	001 BUSINESS PERS PROPERTY	BKT #02	SPECIAL	BKT #02	1,000
0001	001 BUSINESS INCOME-BASIC (1)	BKT #03	SPECIAL	BKT #03	72 HR.
0001	001 BLDG IMPR & BETTERMENTS	BKT #04	SPECIAL	BKT #04	1,000
0002	001 BUILDING	BKT #01	SPECIAL	BKT #01	10,000
0002	001 BUSINESS PERS PROPERTY	BKT #02	SPECIAL	BKT #02	10,000
0002	001 BUSINESS INCOME-BASIC (1)	вкт #03	SPECIAL	BKT #03	72 HR.

OPTIONAL COVE	RAGES:	
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Prem.	Bldg.		A	greed	Value	Replacer	nent Cost	Inflation
No.	No.	Coverage	Amount		Expiration Date		Incl. Stock	Guard
0001	001 BUSINES	S PERS PROPERTY	BKT	#02	05/01/2020	(X)	(X)	4%
0001	001 BLDG IM	PR & BETTERMENTS				(X)		4%
0002	001 BUILDIN	G	BKT	#01	05/01/2020	(X)		4%
0002	001 BUSINES	S PERS PROPERTY	BKT	#02	05/01/2020	(X)	(X)	4%

OPTIONAL	COVERAGES:	APPLIES TO	BUSINESS	INCOME	ONI Y
OI HONAL	OUVEIVAGES.		DUUINEUU	IIIOOIVIL	

BKT #03

Prem. No.	Bldg. No.	Agreed Value Date	Agreed Value Amount	Monthly Limit of Indemnity(Fraction)	Maximum Period of Indemnity	Extended Period of Indemnity (Days)
0001	001	05/01/2020	вкт #03			

Deductible Exceptions: See CP0320, CP0321

05/01/2020

(1) EQ (if shown) = Earthquake

001

(2) Coinsurance %, Extra Expense %, Limits on Loss Payment or Value Reporting Form Symbol

(5) 10% or \$5,000 minimum

0002

Policy Number: PHPK1972850

Named Insured: GOODWILL INDUSTRIES OF CENTRAL Agent # 4071

DESCRIPTION OF PREMISES:

Prem. Bldg.

No. Location, Fire Protection/Construction and Occupancy No. 0002 001 6830 E Reno Ave Midwest City, OK 73110-2150

> CLOTHING/WEAR APPAREL DISTRIB MASONRY NON-COMBUSTIBLE

0003 001 2109 SW 89th St Oklahoma City, OK 73159-6310

> CLOTHING/WEAR APPAREL STOR-NFP MASONRY NON-COMBUSTIBLE

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is

shown or for which an entry is made.

Prem.	Bldg.		Limit of	Causes of (1)		
No.	No.	Coverage	Insurance	Loss Form	Coinsurance(2)	Deductible
0002	001 BLDG IMP	R & BETTERMENTS	BKT #04	SPECIAL	BKT #04	10,000
0003	001 BUSINESS	PERS PROPERTY	BKT #02	SPECIAL	BKT #02	1,000
0003	001 BUSINESS	INCOME-BASIC (1)	BKT #03	SPECIAL	BKT #03	72 HR.
0003	001 BLDG IMP	R & BETTERMENTS	BKT #04	SPECIAL	BKT #04	1,000

OPTIONAL COVERA	GES:	•
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• •						
Prem.	Bldg.	Agreed	Value	Replacen	nent Cost	Inflation
No.	No. Coverage	Amount	Expiration Date		Incl. Stock	Guard
0002	001 BLDG IMPR & BETTERMENTS			(X)		4 %
0003	001 BUSINESS PERS PROPERTY	BKT #02	05/01/2020	(X)	(X)	4%
0003	001 BLDG IMPR & BETTERMENTS			(X)		4%

OPTIONAL	COVERAGES:	APPLIES TO	BUSINESS	INCOME	ONI Y
OI HONAL	OUVEIVAGES.		DUUINEUU	IIIOOIVIL	

Prem.	Bldg.	Agreed Value	Agreed Value	Monthly Limit of	Maximum Period of	Extended Period of
No.	No.	Date	Amount	Indemnity(Fraction)	Indemnity	Indemnity (Days)

0003 001 05/01/2020 BKT #03

Deductible Exceptions: See CP0320, CP0321

(1) EQ (if shown) = Earthquake (2) Coinsurance %, Extra Expense %, Limits on Loss Payment or Value Reporting Form Symbol

Policy Number: PHPK1972850

Named Insured: GOODWILL INDUSTRIES OF CENTRAL Agent # 4071

DESCRIPTION OF PREMISES:

Prem. Blda.

No. Location, Fire Protection/Construction and Occupancy No. 0004 001 8015 NW Expressway Oklahoma City, OK 73162

CLOTHING/WEAR APPAREL STOR-NFP

NON-COMBUSTIBLE PC 01

0005 001 1324 N Kelly Ave # 14 Edmond, OK 73003-3906

> WAREHOUSE-MINI WAREHOUSE NON-COMBUSTIBLE

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

Prem.	Bldg.	Limit of	Causes of (1)		
No.	No. Coverage	Insurance	Loss Form	Coinsurance(2)	Deductible
0004	001 BUSINESS PERS PROPERTY	BKT #02	SPECIAL	BKT #02	1,000
0004	001 BUSINESS INCOME-BASIC (1)	BKT #03	SPECIAL	BKT #03	72 HR.
0004	001 BLDG IMPR & BETTERMENTS	BKT #04	SPECIAL	BKT #04	1,000
0005	001 BUSINESS PERS PROPERTY	BKT #02	SPECIAL	BKT #02	1,000
0005	001 BLDG IMPR & BETTERMENTS	BKT #04	SPECIAL	BKT #04	1,000

OPT	IONAL	COVER	AGES:

Prem.	Bldg.	Ag	greed V	'alue	Replacen	nent Cost	Inflation
No.	No. Coverag	e Amount		Expiration Date		Incl. Stock	Guard
0004	001 BUSINESS PERS PROPER	TY BKT	#02	05/01/2020	(X)	(X)	4%
0004	001 BLDG IMPR & BETTERME	NTS			(X)		4%
0005	001 BUSINESS PERS PROPER	TY BKT	#02	05/01/2020	(X)	(X)	
0005	001 BLDG IMPR & BETTERME	NTS			(X)		4%

OPTIONAL COVERAGES: APPLIES TO BUSINESS INCOME ONLY

Prem.	Bldg.	Agreed Value	Agreed Value	Monthly Limit of	Maximum Period of	Extended Period of
No.	No.	Date	Amount	Indemnity(Fraction)	Indemnity	Indemnity (Days)

0004 001 05/01/2020 BKT #03

Deductible Exceptions: See CP0320, CP0321

(1) EQ (if shown) = Earthquake

Policy Number: PHPK1972850

Named Insured: GOODWILL INDUSTRIES OF CENTRAL Agent # 4071

DESCRIPTION OF PREMISES:

Prem. Bldg.

No. No. Location, Fire Protection/Construction and Occupancy0006 001 7420 N May Ave Oklahoma City, OK 73116-3202

WAREHOUSE PC 01 FRAME

0007 001 1204 N Interstate Dr Ste 100 Norman, OK 73072-3348

WAREHOUSE-MINI WAREHOUSE PC 03 JOISTED MASONRY

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

Prem.	Bldg.		Limit of	Causes of (1)		
No.	No.	Coverage	Insurance	Loss Form	Coinsurance(2)	Deductible
0006	001 BUSIN	ESS PERS PROPERTY	BKT #02	SPECIAL	BKT #02	1,000
0006	001 BLDG	IMPR & BETTERMENTS	BKT #04	SPECIAL	BKT #04	1,000
0007	001 BUSIN	ESS PERS PROPERTY	BKT #02	SPECIAL	BKT #02	1,000
0007	001 BLDG	IMPR & BETTERMENTS	BKT #04	SPECIAL	BKT #04	1,000

OPTIO	NAL COVER	RAGES:						
Prem.	Bldg.		Α	greed	Value	Replacer	ment Cost	Inflation
No.	No.	Coverage	Amount		Expiration Date		Incl. Stock	Guard
0006	001 BUSINE	SS PERS PROPERTY	BKT	#02	05/01/2020	(X)	(X)	
0006	001 BLDG I	MPR & BETTERMENTS				(X)		4 %
0007	001 BUSINE	SS PERS PROPERTY	BKT	#02	05/01/2020	(X)	(X)	
0007	001 BLDG I	MPR & BETTERMENTS				(X)		4%

OPTIONAL	COVERAGES:	APPLIES TO	BUSINESS	INCOME	ONI Y
OI HONAL	OUVEIVAGES.		DUUINEUU	IIIOOIVIL	

Prem. Bldg. Agreed Value Agreed Value Monthly Limit of Maximum Period of Extended Period of No. No. Date Amount Indemnity(Fraction) Indemnity Indemnity (Days)

Deductible Exceptions: See CP0320, CP0321

(1) EQ (if shown) = Earthquake

Policy Number: PHPK1972850

Named Insured: GOODWILL INDUSTRIES OF CENTRAL Agent # 4071

DESCRIPTION OF PREMISES:

Prem. Blda.

No. Location, Fire Protection/Construction and Occupancy No. 8000 001 8301 N Western Ave Oklahoma City, OK 73114-1931

WAREHOUSE-MINI WAREHOUSE

PC 01 **FRAME**

0009 001 1401 SW 3rd St Oklahoma City, OK 73108-1413

WAREHOUSES-PUBLIC

PC 03 NON-COMBUSTIBLE

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

Prem.	Blag.		Limit of	Causes of (1)		
No.	No.	Coverage	Insurance	Loss Form	Coinsurance(2)	Deductible
8000	001 BUSINESS	S PERS PROPERTY	вкт #0	2 SPECIAL	BKT #02	1,000
8000	001 BLDG IM	PR & BETTERMENTS	BKT #0	04 SPECIAL	BKT #04	1,000
0009	001 BUILDING	3	BKT #0	1 SPECIAL	BKT #01	10,000
0009	001 BUSINESS	PERS PROPERTY	BKT #0	2 SPECIAL	BKT #02	10,000

OPTIONAL C	OVERA	GES:
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Prem.	Bldg.		Α	greed	Value	Replacer	ment Cost	Inflation
No.	No.	Coverage	Amount		Expiration Date		Incl. Stock	Guard
8000	001 BUSINE	SS PERS PROPERTY	BKT	#02	05/01/2020	(X)	(X)	
8000	001 BLDG	MPR & BETTERMENTS				(X)		4%
0009	001 BUILD	ING	BKT	#01	05/01/2020	(X)		4 %
0009	001 BUSINE	SS PERS PROPERTY	BKT	#02	05/01/2020	(X)	(X)	4%

OPTIONAL COVERAGES: APPLIES TO BUSINESS INCOME ONLY

Prem.	Bldg.	Agreed Value	Agreed Value	Monthly Limit of	Maximum Period of	Extended Period of
No.	No.	Date	Amount	Indemnity(Fraction)	Indemnity	Indemnity (Davs)

Deductible Exceptions: See CP0320, CP0321

(1) EQ (if shown) = Earthquake

Policy Number: PHPK1972850

Named Insured: GOODWILL INDUSTRIES OF CENTRAL Agent # 4071

DESCRIPTION OF PREMISES:

Prem. Bldg.

No. No. Location, Fire Protection/Construction and Occupancy0010 001 1315 SW 3rd St Oklahoma City, OK 73108-1411

WAREHOUSES-PUBLIC PC 03 FRAME

0011 001 2124 NW 23rd St Oklahoma City, OK 73107-2402

WAREHOUSE-MINI WAREHOUSE PC 01 NON-COMBUSTIBLE

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

Prem.	Bldg.		Limit o	of	Causes of (1)				
No.	No.	Coverage	Insuran	ce	Loss Form	Coins	urance(2)	Deductibl	le
0010	001 BUILDING	3	BKT	#01	SPECIAL	BKT	#01	1,000	0
0010	001 BUSINESS	S PERS PROPERTY	BKT	#02	SPECIAL	BKT	#02	1,000	0
0011	001 BUILDING	3	BKT	#01	SPECIAL	BKT	#01	5,000	0
0011	001 BUSINESS	S PERS PROPERTY	BKT	#02	SPECIAL	BKT	#02	5,000	0
0011	001 BLDG IM	PR & BETTERMENTS	BKT	#04	SPECIAL	BKT	#04	1,000	0

OPTIONAL COVERAGES:										
Prem.	Bldg.		A	greed	Value	Replacer	ment Cost	Inflation		
No.	No.	Coverage	Amount		Expiration Date		Incl. Stock	Guard		
0010	001 BUILDING		BKT	#01	05/01/2020	(X)		4 %		
0010	001 BUSINESS	PERS PROPERTY	BKT	#02	05/01/2020	(X)	(X)	4 %		
0011	001 BUILDING		BKT	#01	05/01/2020	(X)		4%		
0011	001 BUSINESS	PERS PROPERTY	BKT	#02	05/01/2020	(X)	(X)	4%		

OPTIONAL COVERAGES: APPLIES TO BUSINESS INCOME ONLY

Prem. Bldg. Agreed Value Agreed Value Monthly Limit of Maximum Period of Extended Period of No. No. Date Amount Indemnity(Fraction) Indemnity Indemnity (Days)

Deductible Exceptions: See CP0320, CP0321

001 BLDG IMPR & BETTERMENTS

(1) EQ (if shown) = Earthquake

(2) Coinsurance %, Extra Expense %, Limits on Loss Payment or Value Reporting Form Symbol

(X)

0011

4%

Policy Number: PHPK1972850

Named Insured: GOODWILL INDUSTRIES OF CENTRAL Agent # 4071

DESCRIPTION OF PREMISES:

Prem. Bldg.

No. No. Location, Fire Protection/Construction and Occupancy

0012 001 316 S Blackwelder Ave Oklahoma City, OK 73108-1418

WAREHOUSE-MINI WAREHOUSE

PC 03 MODIFIED FIRE RESISTIVE

0013 001 111 N Eastern Ave Moore, OK 73160-6957

WAREHOUSE-MINI WAREHOUSE

PC 02 FRAME

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

Prem.	. Bldg.		Limit of	Causes of (1)		
No.	No.	Coverage	Insurance	Loss Form	Coinsurance(2)	Deductible
0012	001 BUILDI	NG	BKT #01	SPECIAL	BKT #01	10,000
0012	001 BUSINE	SS PERS PROPERTY	BKT #02	SPECIAL	BKT #02	10,000
0012	001 PERSON	AL PROPERTY OTHERS	25,000	SPECIAL	90%	10,000
0012	001 BUSINE	SS INCOME-BASIC (1)	BKT #03	SPECIAL	BKT #03	72 HR.
0013	001 BUSINE	SS PERS PROPERTY	BKT #02	SPECIAL	BKT #02	1,000
0013	001 BLDG I	MPR & BETTERMENTS	BKT #04	SPECIAL	BKT #04	1,000

OPTIONAL COVE	RAGES:	
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Prem.	Bldg.	Agreed Value	Replace	ment Cost	Inflation
No.	No. Coverage	Amount Expirat	tion Date	Incl. Stock	Guard
0012	001 BUILDING	BKT #01 05/01	1/2020 (X)		4 %
0012	001 BUSINESS PERS PROPERTY	BKT #02 05/01	1/2020 (X)	(X)	4%
0012	001 PERSONAL PROPERTY OTHERS		(X)		4 %
0013	001 BUSINESS PERS PROPERTY	BKT #02 05/01	1/2020 (X)	(X)	
0013	001 BLDG IMPR & BETTERMENTS		(X)		4%

OPTIONAL COVERAGES: APPLIES TO BUSINESS INCOME ONLY

Prem.	Bldg.	Agreed Value	Agreed Value	Monthly Limit of	Maximum Period of	Extended Period of
No.	No.	Date	Amount	Indemnity(Fraction)	Indemnity	Indemnity (Days)

0012 001 05/01/2020 BKT #03

Deductible Exceptions: See CP0320, CP0321

(1) EQ (if shown) = Earthquake (2) Coinsurance %, Extra Expense %, Limits on Loss Payment or Value Reporting Form Symbol

Policy Number: PHPK1972850

Named Insured: GOODWILL INDUSTRIES OF CENTRAL Agent # 4071

DESCRIPTION OF PREMISES:

Prem. Bldg.

No. No. Location, Fire Protection/Construction and Occupancy

0014 001 200 N Mustang Mall Ter Ste 200 Mustang, OK 73064-5135

WAREHOUSE-MINI WAREHOUSE

PC 04 FRAME

0015 001 741 NW 12th St Moore, OK 73160-3606

WAREHOUSE-MINI WAREHOUSE

PC 02 FRAME

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

Prem.	Biag.		Limit of	Causes of (1)		
No.	No.	Coverage	Insurance	Loss Form	Coinsurance(2)	Deductible
0014	001 BUSINE	SS PERS PROPERTY	BKT #02	SPECIAL	BKT #02	1,000
0014	001 BLDG I	MPR & BETTERMENTS	BKT #04	SPECIAL	BKT #04	1,000
0015	001 BUSINE	SS PERS PROPERTY	BKT #02	SPECIAL	BKT #02	1,000
0015	001 BLDG TI	ирр с веттерментс	BKT #04	SPECTAL.	BKT #04	1 000

OPTIO	NAL COVE	RAGES:						
Prem.	Bldg.		A	greed	Value	Replacer	ment Cost	Inflation
No.	No.	Coverage	Amount		Expiration Date		Incl. Stock	Guard
0014	001 BUSINE	ESS PERS PROPERTY	BKT	#02	05/01/2020	(X)	(X)	
0014	001 BLDG	IMPR & BETTERMENTS				(X)		4%
0015	001 BUSINE	ESS PERS PROPERTY	BKT	#02	05/01/2020	(X)	(X)	
0015	001 BLDG	IMPR & BETTERMENTS				(X)		4%

OPTIONAL	COVERAGES:	APPLIES TO	BUSINESS	INCOME	ONI Y
OI HONAL	OUVEIVAGES.		DUUINEUU	IIIOOIVIL	

Prem.	Bldg.	Agreed Value	Agreed Value	Monthly Limit of	Maximum Period of	Extended Period of
No.	No.	Date	Amount	Indemnity(Fraction)	Indemnity	Indemnity (Days)

Deductible Exceptions: See CP0320, CP0321

(1) EQ (if shown) = Earthquake

Policy Number: PHPK1972850

Named Insured: GOODWILL INDUSTRIES OF CENTRAL Agent # 4071

DESCRIPTION OF PREMISES:

Prem. Bldg.

No. No. Location, Fire Protection/Construction and Occupancy

0016 001 13325 N MacArthur Blvd Ste 600 Oklahoma City, OK 73142-3029

WAREHOUSES-PUBLIC

PC 03 MASONRY NON-COMBUSTIBLE

0017 001 1011D Garth Brooks Blvd Yukon, OK 73099-4104

OFFICE

PC 03 MASONRY NON-COMBUSTIBLE

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

Prem. Bldg. Limit of Causes of (1) No. No. Coverage Insurance Loss Form Coinsurance(2) Deductible 0016 001 BUSINESS PERS PROPERTY BKT #02 SPECIAL BKT #02 1,000 0016 001 BLDG IMPR & BETTERMENTS BKT #04 SPECIAL BKT #04 1,000

0017 001 BUSINESS PERS PROPERTY BKT #02 SPECIAL BKT #02 1,000 0017 001 BUSINESS INCOME-BASIC (1) BKT #03 SPECIAL BKT #03 72 HR. 0017 001 BLDG IMPR & BETTERMENTS SPECIAL BKT #04 BKT #04 1,000

OPTIONAL COVERAGES:

Prem.	Bldg.		Agreed	Value	Replacer	ment Cost	Inflation
No.	No.	Coverage	Amount	Expiration Date		Incl. Stock	Guard
0016	001 BUSINE	SS PERS PROPERTY	BKT #02	05/01/2020	(X)	(X)	4%
0016	001 BLDG I	MPR & BETTERMENTS			(X)		4 %
0017	001 BUSINE	SS PERS PROPERTY	BKT #02	05/01/2020	(X)	(X)	4%
0017	001 BLDG I	MPR & BETTERMENTS			(X)		4%

OPTIONAL COVERAGES: APPLIES TO BUSINESS INCOME ONLY

Prem. Bldg. Agreed Value Agreed Value Monthly Limit of Maximum Period of Extended Period of No. No. Date Amount Indemnity(Fraction) Indemnity Indemnity (Days)

0017 001 05/01/2020 BKT #03

Deductible Exceptions: See CP0320, CP0321

(1) EQ (if shown) = Earthquake (2) Coinsurance %, Extra Expense %, Limits on Loss Payment or Value Reporting Form Symbol

Policy Number: PHPK1972850

Named Insured: GOODWILL INDUSTRIES OF CENTRAL Agent # 4071

DESCRIPTION OF PREMISES:

Prem. Blda.

No. Location, Fire Protection/Construction and Occupancy No. 0018 001 12302 N May Ave Oklahoma City, OK 73120-1944

WAREHOUSES-PUBLIC

PC 03 MASONRY NON-COMBUSTIBLE

0019 001 9903 SE 15th St Midwest City, OK 73130-5505

WAREHOUSES-PUBLIC

PC 01 MASONRY NON-COMBUSTIBLE

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

Prem.

Prem.	Bldg.	,	Limit of	Causes of (1)		
No.	No.	Coverage	Insurance	Loss Form	Coinsurance(2)	Deductible
0018	001 BUSINES	SS PERS PROPERTY	вкт #02	SPECIAL	BKT #02	1,000
0018	001 BLDG I	MPR & BETTERMENTS	BKT #04	SPECIAL	BKT #04	1,000
0019	001 BUSINES	SS PERS PROPERTY	BKT #02	SPECIAL	BKT #02	1,000
0019	001 BLDG IN	MPR & BETTERMENTS	BKT #04	SPECIAL	BKT #04	1,000

OPTIONAL CO)VER	AGES:
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Prem.	Bldg.		A	greed	Value	Replacen	nent Cost	Inflation
No.	No.	Coverage	Amount		Expiration Date		Incl. Stock	Guard
0018	001 BUSINE	SS PERS PROPERTY	BKT	#02	05/01/2020	(X)	(X)	4 %
0018	001 BLDG I	MPR & BETTERMENTS				(X)		4 %
0019	001 BUSINE	SS PERS PROPERTY	BKT	#02	05/01/2020	(X)	(X)	4%
0019	001 BLDG I	MPR & BETTERMENTS				(X)		4%

OPTIONAL COVERAGES: APPLIES TO BUSINESS INCOME ONLY

Prem.	Bldg.	Agreed Value	Agreed Value	Monthly Limit of	Maximum Period of	Extended Period of
No.	No.	Date	Amount	Indemnity(Fraction)	Indemnity	Indemnity (Days)

Deductible Exceptions: See CP0320, CP0321

(1) EQ (if shown) = Earthquake

Policy Number: PHPK1972850

Named Insured: GOODWILL INDUSTRIES OF CENTRAL Agent # 4071

DESCRIPTION OF PREMISES:

Prem. Bldg.

No. No. Location, Fire Protection/Construction and Occupancy

0020 001 914 Arlington St Ada, OK 74820-4035

CLOTHING/WEAR APPAREL

PC 04 MASONRY NON-COMBUSTIBLE

0021 001 2917 W Britton Rd Oklahoma City, OK 73120-4433

CLOTHING/WEAR APPAREL

PC 03 MASONRY NON-COMBUSTIBLE

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

Prem.	Bldg.	Limit of	Causes of (1)		
No.	No. Coverage	Insurance	Loss Form	Coinsurance(2)	Deductible
0020	001 BUSINESS PERS PROPERTY	BKT #02	SPECIAL	BKT #02	1,000
0020	001 BUSINESS INCOME-BASIC (1)	вкт #03	SPECIAL	BKT #03	72 HR.
0020	001 BLDG IMPR & BETTERMENTS	BKT #04	SPECIAL	BKT #04	1,000
0021	001 BUSINESS PERS PROPERTY	вкт #02	SPECIAL	BKT #02	5,000
0021	001 BUSINESS INCOME-BASIC (1)	вкт #03	SPECIAL	BKT #03	72 HR.
0021	001 BLDG TMPR & RETTERMENTS	BKT #04	SPECTAL.	вкт #04	5 000

OPTIONAL COVE	RAGES:	
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Prem.	Bldg.		Agreed	Value	Replacer	ment Cost	Inflation
No.	No.	Coverage	Amount	Expiration Date		Incl. Stock	Guard
0020	001 BUSIN	ESS PERS PROPERTY	BKT #02	05/01/2020	(X)	(X)	4%
0020	001 BLDG	IMPR & BETTERMENTS			(X)		4%
0021	001 BUSIN	ESS PERS PROPERTY	BKT #02	05/01/2020	(X)	(X)	4 %
0021	001 BLDG	IMPR & BETTERMENTS			(X)		4%

OPTIONAL	COVERAGES:	APPLIES TO	BUSINESS	INCOME	ONI Y
OI HONAL	OUVEIVAGES.		DUUINEUU	IIIOOIVIL	

Prem. No.	Bldg. No.	Agreed Value Date	Agreed Value Amount	Monthly Limit of Indemnity(Fraction)	Maximum Period of Indemnity	Extended Period of Indemnity (Days)
0020	001	05/01/2020	вкт #03			
0021	001	05/01/2020	вкт #03			

Deductible Exceptions: See CP0320, CP0321

⁽¹⁾ EQ (if shown) = Earthquake

⁽²⁾ Coinsurance %, Extra Expense %, Limits on Loss Payment or Value Reporting Form Symbol

Policy Number: PHPK1972850

Named Insured: GOODWILL INDUSTRIES OF CENTRAL Agent # 4071

DESCRIPTION OF PREMISES:

Prem. Bldg.

No. No. Location, Fire Protection/Construction and Occupancy

0022 001 13801 N Bryant Edmond, OK 73013

WAREHOUSES-PUBLIC

PC 04 MASONRY NON-COMBUSTIBLE

0023 001 4605 NW 23rd St Oklahoma City, OK 73127-2128

CLOTHING/WEAR APPAREL DISTRIB
PC 01 NON-COMBUSTIBLE

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

Prem.	Bldg.		Limit of	Causes of (1)		
No.	No.	Coverage	Insurance	Loss Form	Coinsurance(2)	Deductible
0022	001 BUSIN	ESS PERS PROPERTY	BKT #02	SPECIAL	BKT #02	1,000
0022	001 BLDG	IMPR & BETTERMENTS	BKT #04	SPECIAL	BKT #04	1,000
0023	001 BUSIN	ESS PERS PROPERTY	BKT #02	SPECIAL	BKT #02	1,000
0023	001 BUSIN	ESS INCOME-BASIC (1)	BKT #03	SPECIAL	BKT #03	72 HR.
0023	001 BLDG	IMPR & BETTERMENTS	BKT #04	SPECIAL	BKT #04	1,000

OPTIC	NAL COVER	RAGES:					
Prem.	Bldg.		Agreed	Value	Replacer	ment Cost	Inflation
No.	No.	Coverage	Amount	Expiration Date		Incl. Stock	Guard
0022	001 BUSINE	SS PERS PROPERTY	BKT #02	05/01/2020	(X)	(X)	4%
0022	001 BLDG I	MPR & BETTERMENTS			(X)		4 %
0023	001 BUSINE	SS PERS PROPERTY	BKT #02	05/01/2020	(X)	(X)	4%

0023 001 BLDG IMPR & BETTERMENTS (X) 4%

OPTIONAL COVERAGES: APPLIES TO BUSINESS INCOME ONLY

Prem. Bldg. Agreed Value Agreed Value Monthly Limit of Maximum Period of Extended Period of No. No. Date Amount Indemnity(Fraction) Indemnity Indemnity (Days)

0023 001 05/01/2020 BKT #03

Deductible Exceptions: See CP0320, CP0321

(1) EQ (if shown) = Earthquake (2) Coinsurance %, Extra Expense %, Limits on Loss Payment or Value Reporting Form Symbol

Policy Number: PHPK1972850

Named Insured: GOODWILL INDUSTRIES OF CENTRAL Agent # 4071

DESCRIPTION OF PREMISES:

Prem. Bldg.

No. No. Location, Fire Protection/Construction and Occupancy0024 001 2016 NW 39th St Oklahoma City, OK 73118-2614

CLOTHING/WEAR APPAREL

PC 01 MASONRY NON-COMBUSTIBLE

0025 001 6817 N Broadway Edmond, OK 73034-7818

OFFICE

PC 04 FRAME

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

Prem.	Bldg.	Limit of	Causes of (1)		
No.	No. Coverage	Insurance	Loss Form	Coinsurance(2)	Deductible
0024	001 BUSINESS PERS PROPERTY	BKT #02	SPECIAL	BKT #02	1,000
0024	001 BUSINESS INCOME-BASIC (1)	вкт #03	SPECIAL	BKT #03	72 HR.
0024	001 BLDG IMPR & BETTERMENTS	BKT #04	SPECIAL	BKT #04	1,000
0025	001 BUSINESS PERS PROPERTY	BKT #02	SPECIAL	BKT #02	1,000
0025	001 BLDG IMPR & BETTERMENTS	BKT #04	SPECIAL	BKT #04	1,000

OPTIO	NAL COVERAGES:					
Prem.	Bldg.	Agreed	l Value	Replacer	nent Cost	Inflation
No.	No. Coverage	Amount	Expiration Date		Incl. Stock	Guard
0024	001 BUSINESS PERS PROPERTY	вкт #02	05/01/2020	(X)	(X)	4%
0024	001 BLDG IMPR & BETTERMENTS			(X)		4%
0025	001 BUSINESS PERS PROPERTY	BKT #02	05/01/2020	(X)	(X)	
0025	001 BLDG IMPR & BETTERMENTS			(X)		4%

OPTIONAL	COVEDAGES	ADDI IES TO	BIIGINEGG	INCOME ONLY
OFIIONAL	COVERAGES.	AFFLIES IU	DUSINESS	INCOME ONLY

Prem. Bldg. Agreed Value Agreed Value Monthly Limit of Maximum Period of Extended Pe No. No. Date Amount Indemnity(Fraction) Indemnity Indemnity (Date Indemni
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0024 001 05/01/2020 BKT #03

Deductible Exceptions: See CP0320, CP0321

(1) EQ (if shown) = Earthquake

Policy Number: PHPK1972850

Named Insured: GOODWILL INDUSTRIES OF CENTRAL Agent # 4071

DESCRIPTION OF PREMISES:

Prem. Bldg.

No. Location, Fire Protection/Construction and Occupancy No.

0026 001 9118 S Western Ave Ste F Oklahoma City, OK 73139-2725

CLOTHING/WEAR APPAREL

PC 01 MASONRY NON-COMBUSTIBLE

0027 001 201 N Porter Ave Norman, OK 73071-5836

> WAREHOUSES-PUBLIC PC 03 FRAME

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is

shown or for which an entry is made.

Prem.	Biag.	Limit of	Causes of (1)		
No.	No. Coverage	Insurance	Loss Form	Coinsurance(2)	Deductible
0026	001 BUSINESS PERS PROPERTY	BKT #02	SPECIAL	BKT #02	1,000
0026	001 BUSINESS INCOME-BASIC (1)	BKT #03	SPECIAL	BKT #03	72 HR.
0026	001 BLDG IMPR & BETTERMENTS	BKT #04	SPECIAL	BKT #04	1,000
0027	001 BUSINESS PERS PROPERTY	BKT #02	SPECIAL	BKT #02	1,000
0027	001 BLDG IMPR & BETTERMENTS	BKT #04	SPECIAL	BKT #04	1,000

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OPTIONAL (COVERAGES:
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Prem.	Bldg.	Bldg. Agreed Value			Replacement Cost		Inflation	
No.	No.	Coverage	Amount		Expiration Date		Incl. Stock	Guard
0026	001 BUSINES	S PERS PROPERTY	BKT	#02	05/01/2020	(X)	(X)	4%
0026	001 BLDG IM	PR & BETTERMENTS				(X)		4%
0027	001 BUSINES	S PERS PROPERTY	BKT	#02	05/01/2020	(X)	(X)	
0027	001 BLDG IM	PR & BETTERMENTS				(X)		4%

OPTIONAL COVERAGES: APPLIES TO BUSINESS INCOME ONLY

Prem.	Bldg.	Agreed Value	Agreed Value	Monthly Limit of	Maximum Period of	Extended Period of Indemnity (Days)
No.	No.	Date	Amount	Indemnity(Fraction)	Indemnity	

0026 001 05/01/2020 BKT #03

Deductible Exceptions: See CP0320, CP0321

(1) EQ (if shown) = Earthquake

(2) Coinsurance %, Extra Expense %, Limits on Loss Payment or Value Reporting Form Symbol

Policy Number: PHPK1972850

Named Insured: GOODWILL INDUSTRIES OF CENTRAL Agent # 4071

DESCRIPTION OF PREMISES:

Prem. Bldg.

No. No. Location, Fire Protection/Construction and Occupancy0028 001 2430 W Main St Norman, OK 73069-6328

CLOTHING/WEAR APPAREL

PC 03 MASONRY NON-COMBUSTIBLE

0029 001 1930 N Kickapoo Ave Shawnee, OK 74804-2723

CLOTHING/WEAR APPAREL

PC 03 MASONRY NON-COMBUSTIBLE

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

Prem.	Bldg.		Limit of	Causes of (1)		
No.	No.	Coverage	Insurance	Loss Form	Coinsurance(2)	Deductible
0028	001 BUILDIN	G	BKT #01	SPECIAL	BKT #01	10,000
0028	001 BUSINES	S PERS PROPERTY	вкт #02	SPECIAL	BKT #02	10,000
0028	001 BUSINES	S INCOME-BASIC (1)	вкт #03	SPECIAL	BKT #03	72 HR.
0028	001 BLDG IM	PR & BETTERMENTS	BKT #04	SPECIAL	BKT #04	10,000

 0028
 001 BLDG IMPR & BETTERMENTS
 BKT #04
 SPECIAL
 BKT #04
 10,000

 0029
 001 BUILDING
 BKT #01
 SPECIAL
 BKT #01
 10,000

 0029
 001 BUSINESS PERS PROPERTY
 BKT #02
 SPECIAL
 BKT #02
 10,000

OPTIONAL	L COVERAGES:
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Prem.	Bldg.	Agreed Value	Replacement Cost	Inflation
No.	No. Coverage	Amount Expiration Date	Incl. Stock	Guard
0028	001 BUILDING	BKT #01 05/01/2020	(X)	4 %
0028	001 BUSINESS PERS PROPERTY	BKT #02 05/01/2020	(X) (X)	
0028	001 BLDG IMPR & BETTERMENTS		(X)	
0029	001 BUILDING	BKT #01 05/01/2020	(X)	4%
0029	001 BUSINESS PERS PROPERTY	BKT #02 05/01/2020	(X) (X)	
	**-	,		4%

OPTIONAL COVERAGES: APPLIES TO BUSINESS INCOME ONLY

Prem. Bldg. Agreed Value Agreed Value Monthly Limit of Maximum Period of Extended Period of No. No. Date Amount Indemnity(Fraction) Indemnity Indemnity (Days)

0028 001 05/01/2020 BKT #03

Deductible Exceptions: See CP0320, CP0321

(1) EQ (if shown) = Earthquake

(2) Coinsurance %, Extra Expense %, Limits on Loss Payment or Value Reporting Form Symbol

Policy Number: PHPK1972850

Named Insured: GOODWILL INDUSTRIES OF CENTRAL Agent # 4071

DESCRIPTION OF PREMISES:

Prem. Blda.

No. Location, Fire Protection/Construction and Occupancy No. 0029 001 1930 N Kickapoo Ave Shawnee, OK 74804-2723

CLOTHING/WEAR APPAREL

PC 03 MASONRY NON-COMBUSTIBLE

0030 001 3048 Classen Blvd Norman, OK 73071-4055

WAREHOUSES-PUBLIC

PC 03 MASONRY NON-COMBUSTIBLE

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

Prem.	Bldg.	,	Limit of	Causes of (1)		
No.	No.	Coverage	Insurance	Loss Form	Coinsurance(2)	Deductible
0029	001 BUSI	NESS INCOME-BASIC (1)	BKT #03	SPECIAL	BKT #03	72 HR.
0029	001 BLDG	IMPR & BETTERMENTS	BKT #04	SPECIAL	BKT #04	10,000
0030	001 BUSI	NESS PERS PROPERTY	BKT #02	SPECIAL	BKT #02	1,000
0030	001 BLDG	IMPR & BETTERMENTS	BKT #04	SPECIAL	BKT #04	1,000

OPTIONAL COVERA	GES:	•
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Prem.	Bldg.		Ag	Agreed Value			Replacement Cost	
No.	No.	Coverage	Amount		Expiration Date		Incl. Stock	Guard
0029	001 BLDG IM	PR & BETTERMENTS				(X)		
0030	001 BUSINES	S PERS PROPERTY	BKT	#02	05/01/2020	(X)	(X)	
0030	001 BLDG IM	PR & BETTERMENTS				(X)		

OPTIONAL COVERAGES: APPLIES TO BUSINESS INCOME ONLY

Prem.	Bldg.	Agreed Value	Agreed Value	Monthly Limit of	Maximum Period of	Extended Period of
No.	No.	Date	Amount	Indemnity(Fraction)	Indemnity	Indemnity (Days)
0029	001	05/01/2020	BKT #03			

Deductible Exceptions: See CP0320, CP0321

(1) EQ (if shown) = Earthquake

Policy Number: PHPK1972850

Named Insured: GOODWILL INDUSTRIES OF CENTRAL Agent # 4071

DESCRIPTION OF PREMISES:

Prem. Blda.

No. Location, Fire Protection/Construction and Occupancy No. 0031 001 620 N Santa Fe Ave Ste B Moore, OK 73160-2146

WAREHOUSES-PUBLIC

PC 02 MASONRY NON-COMBUSTIBLE

0032 001 2209 SW 104th St Ste C Oklahoma City, OK 73159-7521

WAREHOUSES-PUBLIC

PC 02 MASONRY NON-COMBUSTIBLE

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

Prem.	Bldg.	,	Limit of	Causes of (1)		
No.	No.	Coverage	Insurance	Loss Form	Coinsurance(2)	Deductible
0031	001 BUSINE	SS PERS PROPERTY	вкт #02	SPECIAL	BKT #02	1,000
0031	001 BLDG I	MPR & BETTERMENTS	BKT #04	SPECIAL	BKT #04	1,000
0032	001 BUSINE	SS PERS PROPERTY	BKT #02	SPECIAL	BKT #02	1,000
0032	001 BLDG I	MPR & BETTERMENTS	BKT #04	SPECIAL	BKT #04	1,000

OPTIONAL COVE	RAGES:	
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Prem.	Bldg.		Α	greed	Value	Replacer	ment Cost	Inflation
No.	No.	Coverage	Amount		Expiration Date		Incl. Stock	Guard
0031	001 BUSINES	S PERS PROPERTY	BKT	#02	05/01/2020	(X)	(X)	
0031	001 BLDG IM	IPR & BETTERMENTS				(X)		
0032	001 BUSINES	S PERS PROPERTY	BKT	#02	05/01/2020	(X)	(X)	
0032	001 BLDG IM	IPR & BETTERMENTS				(X)		

OPTIONAL COVERAGES: APPLIES TO BUSINESS INCOME ONLY

Prem.	Bldg.	Agreed Value	Agreed Value	Monthly Limit of	Maximum Period of	Extended Period of
No.	No.	Date	Amount	Indemnity(Fraction)	Indemnity	Indemnity (Days)

Deductible Exceptions: See CP0320, CP0321

(1) EQ (if shown) = Earthquake

Policy Number: PHPK1972850

Named Insured: GOODWILL INDUSTRIES OF CENTRAL Agent # 4071

DESCRIPTION OF PREMISES:

Prem. Bldg.

No. No. Location, Fire Protection/Construction and Occupancy0033 001 5819 E Covell Rd Edmond, OK 73034-7651

WAREHOUSES-PUBLIC/35 OK99 020353

PC 02 NON-COMBUSTIBLE

0034 001 7000 NW 122nd St Ste C Oklahoma City, OK 73142-3907

WAREHOUSES-PUBLIC

PC 01 MASONRY NON-COMBUSTIBLE

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

Prem	. Bldg.		Limit of	Causes of (1)		
No.	No.	Coverage	Insurance	Loss Form	Coinsurance(2)	Deductible
0033	001 BUS	INESS PERS PROPERTY	BKT #02	SPECIAL	BKT #02	1,000
0033	001 BLD	G IMPR & BETTERMENTS	BKT #04	SPECIAL	BKT #04	1,000
0034	001 BUS	INESS PERS PROPERTY	BKT #02	SPECIAL	BKT #02	1,000
0034	001 BLD	G IMPR & BETTERMENTS	BKT #04	SPECIAL	BKT #04	1,000

OPTI	IONAL COVERAGES:	
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Prem.	Bldg.		Α	greed	Value	Replacer	ment Cost	Inflation
No.	No.	Coverage	Amount		Expiration Date		Incl. Stock	Guard
0033	001 BUSINES	SS PERS PROPERTY	BKT	#02	05/01/2020	(X)	(X)	
0033	001 BLDG IN	MPR & BETTERMENTS				(X)		
0034	001 BUSINES	SS PERS PROPERTY	BKT	#02	05/01/2020	(X)	(X)	
0034	001 BLDG IN	MPR & BETTERMENTS				(X)		

OPTIONAL COVERAGES: APPLIES TO BUSINESS INCOME ONLY

Prem.	Bldg.	Agreed Value	Agreed Value	Monthly Limit of	Maximum Period of	Extended Period of
No.	No.	Date	Amount	Indemnity(Fraction)	Indemnity	Indemnity (Days)

Deductible Exceptions: See CP0320, CP0321

(1) EQ (if shown) = Earthquake

Policy Number: PHPK1972850

Named Insured: GOODWILL INDUSTRIES OF CENTRAL Agent # 4071

DESCRIPTION OF PREMISES:

Prem. Bldg.

No. No. Location, Fire Protection/Construction and Occupancy0035 001 440 NW 23rd St Oklahoma City, OK 73103-1508

WAREHOUSES-PUBLIC

PC 01 MASONRY NON-COMBUSTIBLE

0036 001 1900 NW 164th St Edmond, OK 73013-8959

CLOTHING/WEAR APPAREL

PC 04 MASONRY NON-COMBUSTIBLE

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

Prem.	Bldg.		Limit of	Causes of (1)		
No.	No.	Coverage	Insurance	Loss Form	Coinsurance(2)	Deductible
0035	001 BUSINE	SS PERS PROPERTY	BKT #02	SPECIAL	BKT #02	1,000
0035	001 BLDG I	MPR & BETTERMENTS	BKT #04	SPECIAL	BKT #04	1,000
0036	001 BUILDI	NG	BKT #01	SPECIAL	BKT #01	10,000
0036	001 BUSINE	SS PERS PROPERTY	BKT #02	SPECIAL	BKT #02	10,000
0036	001 BUSINE	SS INCOME-BASIC (1)	BKT #03	SPECIAL	BKT #03	72 HR.
0036	001 BLDG I	MPR & BETTERMENTS	вкт #04	SPECTAL	BKT #04	10.000

OPTIONAL COVERAG	GES:	:
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Prem.	Bldg.		A	greed	Value	Replacer	nent Cost	Inflation
No.	No.	Coverage	Amount		Expiration Date		Incl. Stock	Guard
0035	001 BUSIN	ESS PERS PROPERTY	BKT	#02	05/01/2020	(X)	(X)	
0035	001 BLDG	IMPR & BETTERMENTS				(X)		
0036	001 BUILD	ING	BKT	#01	05/01/2020	(X)		4%
0036	001 BUSIN	ESS PERS PROPERTY	BKT	#02	05/01/2020	(X)	(X)	
0036	001 BLDG	IMPR & BETTERMENTS				(X)		

OPTIONAL COVERAGES: APPLIES TO BUSINESS INCOME ONLY

Prem.	Bldg.	Agreed Value	Agreed Value	Monthly Limit of	Maximum Period of	Extended Period of
No.	No.	Date	Amount	Indemnity(Fraction)	Indemnity	Indemnity (Days)

0036 001 05/01/2020 BKT #03

Deductible Exceptions: See CP0320, CP0321

(1) EQ (if shown) = Earthquake (2) Coinsurance %, Extra Expense %, Limits on Loss Payment or Value Reporting Form Symbol

Policy Number: PHPK1972850

Named Insured: GOODWILL INDUSTRIES OF CENTRAL Agent # 4071

DESCRIPTION OF PREMISES:

Prem. Blda.

No. Location, Fire Protection/Construction and Occupancy No.

0037 001 7001 W Hefner Rd # C Oklahoma City, OK 73162-4712

WAREHOUSES-PUBLIC

PC 05 MASONRY NON-COMBUSTIBLE

0038 001 7501 SE 15th St Midwest City, OK 73110-5425

CLOTHING/WEAR APPAREL

MASONRY NON-COMBUSTIBLE

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is

shown or for which an entry is made.

Prem.	Bldg.	Limit of	Causes of (1)		
No.	No. Coverage	Insurance	Loss Form	Coinsurance(2)	Deductible
0037	001 BUSINESS PERS PROPERTY	BKT #02	SPECIAL	BKT #02	1,000
0037	001 BLDG IMPR & BETTERMENTS	BKT #04	SPECIAL	BKT #04	1,000
0038	001 BUSINESS PERS PROPERTY	BKT #02	SPECIAL	BKT #02	1,000
0038	001 BUSINESS INCOME-BASIC (1)	BKT #03	SPECIAL	BKT #03	72 HR.
0038	001 BLDG IMPR & BETTERMENTS	BKT #04	SPECIAL	BKT #04	1.000

OPT	ΙΔΝΔΙ	COVER	AGES.
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Prem.	Bldg.		A	greed	Value	Replacer	nent Cost	Inflation
No.	No.	Coverage	Amount		Expiration Date		Incl. Stock	Guard
0037	001 BUSIN	ESS PERS PROPERTY	BKT	#02	05/01/2020	(X)	(X)	
0037	001 BLDG	IMPR & BETTERMENTS				(X)		
0038	001 BUSIN	ESS PERS PROPERTY	BKT	#02	05/01/2020	(X)	(X)	
0038	001 BLDG	IMPR & BETTERMENTS				(X)		

OPTIONAL COVERAGES: APPLIES TO BUSINESS INCOME ONLY

Prem.	Bldg.	Agreed Value	Agreed Value	Monthly Limit of	Maximum Period of	Extended Period of
No.	No.	Date	Amount	Indemnity(Fraction)	Indemnity	Indemnity (Days)

0038 05/01/2020 BKT #03

Deductible Exceptions: See CP0320, CP0321

(1) EQ (if shown) = Earthquake (2) Coinsurance %, Extra Expense %, Limits on Loss Payment or Value Reporting Form Symbol

Policy Number: PHPK1972850

Named Insured: GOODWILL INDUSTRIES OF CENTRAL Agent # 4071

DESCRIPTION OF PREMISES:

Prem. Bldg.

No. No. Location, Fire Protection/Construction and Occupancy

0039 001 741 SW 19th St Moore, OK 73160-2918

CLOTHING/WEAR APPAREL

PC 02 MASONRY NON-COMBUSTIBLE

0040 001 904 NW 150th Oklahoma City, OK 73108

OFFICE

PC 03 MASONRY NON-COMBUSTIBLE

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

Prem.	Bldg.		Limit of	Causes of (1)		
No.	No.	Coverage	Insurance	Loss Form	Coinsurance(2)	Deductible
0039	001 BUSINES	S PERS PROPERTY	BKT #02	SPECIAL	BKT #02	1,000
0039	001 BUSINES	S INCOME-BASIC (1)	BKT #03	SPECIAL	BKT #03	72 HR.
0039	001 BLDG IM	IPR & BETTERMENTS	BKT #04	SPECIAL	BKT #04	1,000
0040	001 BUSINES	S PERS PROPERTY	BKT #02	SPECIAL	BKT #02	1,000
0040	001 BLDG TM	IPR & BETTERMENTS	BKT #04	SPECTAL.	BKT #04	1 000

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Prem.	Bldg.	Agreed	Value	Replacement Cost		Inflation
No.	No. Coverage	Amount	Expiration Date		Incl. Stock	Guard
0039	001 BUSINESS PERS PROPERTY	BKT #02	05/01/2020	(X)	(X)	
0039	001 BLDG IMPR & BETTERMENTS			(X)		
0040	001 BUSINESS PERS PROPERTY	вкт #02	05/01/2020	(X)	(X)	

OPTIONAL COVERAGES: APPLIES TO BUSINESS INCOME ONLY

Prem.	Bldg.	Agreed Value	Agreed Value	Monthly Limit of	Maximum Period of	Extended Period of
No.	No.	Date	Amount	Indemnity(Fraction)	Indemnity	Indemnity (Days)

0039 001 05/01/2020 BKT #03

001 BLDG IMPR & BETTERMENTS

Deductible Exceptions: See CP0320, CP0321

(1) EQ (if shown) = Earthquake

OPTIONAL COVERAGES:

0040

(2) Coinsurance %, Extra Expense %, Limits on Loss Payment or Value Reporting Form Symbol

(X)

Policy Number: PHPK1972850

Named Insured: GOODWILL INDUSTRIES OF CENTRAL Agent # 4071

DESCRIPTION OF PREMISES:

Prem. Bldg.

No. No. Location, Fire Protection/Construction and Occupancy0041 001 6305 N MacArthur Blvd Warr Acres, OK 73122-7224

CLOTHING/WEAR APPAREL

PC 04 MASONRY NON-COMBUSTIBLE

0042 001 1020 NW 192nd St Ste G Edmond, OK 73012-4296

WAREHOUSES-PUBLIC

PC 03 MASONRY NON-COMBUSTIBLE

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

Prem.	Bldg.	Limit of	Causes of (1)		
No.	No. Coverage	Insurance	Loss Form	Coinsurance(2)	Deductible
0041	001 BUSINESS PERS PROPERTY	BKT #02	SPECIAL	BKT #02	1,000
0041	001 BUSINESS INCOME-BASIC (1)	BKT #03	SPECIAL	BKT #03	72 HR.
0041	001 BLDG IMPR & BETTERMENTS	BKT #04	SPECIAL	BKT #04	1,000
0042	001 BUSINESS PERS PROPERTY	BKT #02	SPECIAL	BKT #02	1,000
0042	001 BLDG IMPR & BETTERMENTS	BKT #04	SPECIAL	BKT #04	1,000

OPTIONAL COVERAGES:			
Drom Dida	Agroad Value	Donlandment Cost	

Piem.	ыug.		A	greed	value	Replacei	nent Cost	imilation
No.	No.	Coverage	Amount		Expiration Date		Incl. Stock	Guard
0041	001 BUSINESS	PERS PROPERTY	BKT	#02	05/01/2020	(X)	(X)	4 %
0041	001 BLDG IMP	R & BETTERMENTS				(X)		
0042	001 BUSINESS	PERS PROPERTY	BKT	#02	05/01/2020	(X)	(X)	
0042	001 BLDG IMP	R & BETTERMENTS				(X)		

OPTIONAL COVERAGES: APPLIES TO BUSINESS INCOME ONLY

Prem.	Bldg.	Agreed Value	Agreed Value	Monthly Limit of	Maximum Period of	Extended Period of
No.	No.	Date	Amount	Indemnity(Fraction)	Indemnity	Indemnity (Days)

0041 001 05/01/2020 BKT #03

Deductible Exceptions: See CP0320, CP0321

(1) EQ (if shown) = Earthquake

(2) Coinsurance %, Extra Expense %, Limits on Loss Payment or Value Reporting Form Symbol

Inflation

Policy Number: PHPK1972850

Named Insured: GOODWILL INDUSTRIES OF CENTRAL Agent # 4071

DESCRIPTION OF PREMISES:

Prem. Bldg.

No. No. Location, Fire Protection/Construction and Occupancy0043 001 904 N Rockford Pl Ardmore, OK 73401-2241

CLOTHING/WEAR APPAREL

PC 04 MASONRY NON-COMBUSTIBLE

0044 001 5801 S Sooner Rd Ste B Oklahoma City, OK 73135-5605

WAREHOUSES-PUBLIC

PC 03 MASONRY NON-COMBUSTIBLE

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

Prem.	Bldg.	Limit of	Causes of (1)		
No.	No. Coverage	Insurance	Loss Form	Coinsurance(2)	Deductible
0043	001 BUILDING	вкт #01	SPECIAL	BKT #01	10,000
0043	001 BUSINESS PERS PROPERTY	BKT #02	SPECIAL	BKT #02	10,000
0043	001 BUSINESS INCOME-BASIC (1)	BKT #03	SPECIAL	BKT #03	72 HR.
0043	001 BLDG IMPR & BETTERMENTS	BKT #04	SPECIAL	BKT #04	10,000
0044	001 BUSINESS PERS PROPERTY	BKT #02	SPECIAL	BKT #02	1,000
0044	001 BLDG TMPR & BETTERMENTS	BKT #04	SPECTAL.	ВКТ #04	1 000

OPTIO	NAL COVERA	GES:					
Prem.	Bldg.		Agreed	Value	Replacer	ment Cost	Inflation
No.	No.	Coverage	Amount	Expiration Date		Incl. Stock	Guard
0043	001 BUILDING		BKT #01	05/01/2020	(X)		4%
0043	001 BUSINESS	PERS PROPERTY	BKT #02	05/01/2020	(X)	(X)	

0043	001 BLDG IMPR & BETTERMENTS		(X)	
0044	001 BUSINESS PERS PROPERTY	BKT #02 05/01/2020	(X)	(X)
0044	001 BLDG IMPR & BETTERMENTS		(X)	

OPTIONAL COVERAGES: APPLIES TO BUSINESS INCOME ONLY

Prem. Bldg. Agreed Value Agreed Value Monthly Limit of Maximum Period of Extended Period of No. No. Date Amount Indemnity(Fraction) Indemnity Indemnity (Days)

0043 001 05/01/2020 BKT #03

Deductible Exceptions: See CP0320, CP0321

(1) EQ (if shown) = Earthquake

(2) Coinsurance %, Extra Expense %, Limits on Loss Payment or Value Reporting Form Symbol

Policy Number: PHPK1972850

Named Insured: GOODWILL INDUSTRIES OF CENTRAL Agent # 4071

DESCRIPTION OF PREMISES:

Prem. Bldg.

No. No. Location, Fire Protection/Construction and Occupancy
 0045 001 2400 12th Ave NE Ste 120 Norman, OK 73071-6841

WAREHOUSES-PUBLIC

PC 03 MASONRY NON-COMBUSTIBLE

0046 001 3729 S Western Ave Oklahoma City, OK 73109-3401

CLOTHING/WEAR APPAREL

PC 03 MASONRY NON-COMBUSTIBLE

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

Prem.	Bldg.		Limit of	Causes of (1)		
No.	No. Co	overage	Insurance	Loss Form	Coinsurance(2)	Deductible
0045	001 BUSINESS P	PERS PROPERTY	BKT #02	SPECIAL	BKT #02	1,000
0045	001 BLDG IMPR	& BETTERMENTS	BKT #04	SPECIAL	BKT #04	1,000
0046	001 BUILDING		BKT #01	SPECIAL	BKT #01	1,000
0046	001 BUSINESS P	PERS PROPERTY	BKT #02	SPECIAL	BKT #02	1,000
0046	001 BUSINESS I	NCOME-BASIC (1)	BKT #03	SPECIAL	BKT #03	72 HR.
0046	001 BLDG IMPR	& BETTERMENTS	BKT #04	SPECIAL	BKT #04	1,000

OPTIONAL COVE	RAGES:	
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Prem.	Bldg.	Agreed Value			Replacement Cost		Inflation	
No.	No.	Coverage	Amount		Expiration Date		Incl. Stock	Guard
0045	001 BUSINE	SS PERS PROPERTY	BKT	#02	05/01/2020	(X)	(X)	
0045	001 BLDG I	MPR & BETTERMENTS				(X)		
0046	001 BUILDI	NG	BKT	#01	05/01/2020	(X)		4 %
0046	001 BUSINE	SS PERS PROPERTY	BKT	#02	05/01/2020	(X)	(X)	
0046	001 BLDG I	MPR & BETTERMENTS				(X)		

OPTIONAL COVERAGES: APPLIES TO BUSINESS INCOME ONLY

Prem.	Bldg.	Agreed Value	Agreed Value	Monthly Limit of	Maximum Period of	Extended Period of
No.	No.	Date	Amount	Indemnity(Fraction)	Indemnity	Indemnity (Days)

0046 001 05/01/2020 BKT #03

Deductible Exceptions: See CP0320, CP0321

(1) EQ (if shown) = Earthquake (2) Coinsurance %, Extra Expense %, Limits on Loss Payment or Value Reporting Form Symbol

Policy Number: PHPK1972850

Named Insured: GOODWILL INDUSTRIES OF CENTRAL Agent # 4071

DESCRIPTION OF PREMISES:

Prem. Bldg.

No. No. Location, Fire Protection/Construction and Occupancy0047 001 801 E Lakeview Rd Stillwater, OK 74075-2837

CLOTHING/WEAR APPAREL

PC 03 MASONRY NON-COMBUSTIBLE

0048 001 805 S Eastern Ave Moore, OK 73160-6121

CLOTHING/WEAR APPAREL

PC 02 MASONRY NON-COMBUSTIBLE

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

Prem.	Bldg.		Limit of	Causes of (1)		
No.	No.	Coverage	Insurance	Loss Form	Coinsurance(2)	Deductible
0047	001 BUILDI	NG	BKT #01	SPECIAL	BKT #01	10,000
0047	001 BUSINE	SS PERS PROPERTY	BKT #02	SPECIAL	BKT #02	10,000
0047	001 BUSINE	SS INCOME-BASIC (1)	BKT #03	SPECIAL	BKT #03	72 HR.
0047	001 BLDG I	MPR & BETTERMENTS	BKT #04	SPECIAL	BKT #04	10,000
0048	001 BUILDI	NG	BKT #01	SPECIAL	BKT #01	10,000
0048	001 BUSINE	SS PERS PROPERTY	BKT #02	SPECIAL	BKT #02	10,000

OPTIO	NAL COVERAGES:				
Prem.	Bldg.	Agreed Value	e Replace	ement Cost	Inflation
No.	No. Coverage	Amount Exp	piration Date	Incl. Stock	Guard
0047	001 BUILDING	BKT #01 05	5/01/2020 (X)		4%
0047	001 BUSINESS PERS PROPERTY	BKT #02 05	5/01/2020 (X)	(X)	4%
0047	001 BLDG IMPR & BETTERMENTS		(X)		
0048	001 BUILDING	BKT #01 05	5/01/2020 (X)		4 %
0048	001 BUSINESS PERS PROPERTY	вкт #02 05	5/01/2020 (X)	(X)	4%

OPTIONAL COVERAGES	APPLIES TO BUSINESS INCOME ONLY
OF HONAL COVERAGES.	AFFEILS TO DUSINESS INCOME CIVE

Prem. Bldg. Agreed Value Agreed Value Monthly Limit of Maximum Period of Extended Period of Indemnity (Days)

0047 001 05/01/2020 BKT #03

Deductible Exceptions: See CP0320, CP0321

(1) EQ (if shown) = Earthquake

(2) Coinsurance %, Extra Expense %, Limits on Loss Payment or Value Reporting Form Symbol

Policy Number: PHPK1972850

Named Insured: GOODWILL INDUSTRIES OF CENTRAL Agent # 4071

DESCRIPTION OF PREMISES:

Prem. Bldg.

No. No. Location, Fire Protection/Construction and Occupancy0048 001 805 S Eastern Ave Moore, OK 73160-6121

CLOTHING/WEAR APPAREL

PC 02 MASONRY NON-COMBUSTIBLE

0049 001 921 NE 13th St Oklahoma City, OK 73104-5007

OFFICE

PC 03 FIRE RESISTIVE

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

Prem.	Bldg.	Limit of	Causes of (1)		
No.	No. Coverage	Insurance	Loss Form	Coinsurance(2)	Deductible
0048	001 BUSINESS INCOME-BASIC (1)	BKT #03	SPECIAL	BKT #03	72 HR.
0048	001 BLDG IMPR & BETTERMENTS	BKT #04	SPECIAL	BKT #04	10,000
0049	001 BUSINESS PERS PROPERTY	BKT #02	SPECIAL	BKT #02	1,000
0049	001 BLDG TMPR & BETTERMENTS	ВКТ #04	SPECIAL	BKT #04	1.000

OPTIO	NAL COVERAGES:					
Prem.	Bldg.	Agreed	Agreed Value		Replacement Cost	
No.	No. Coverage	Amount	Expiration Date		Incl. Stock	Guard
0048	001 BLDG IMPR & BETTERMENTS			(X)		
0049	001 BUSINESS PERS PROPERTY	BKT #02	05/01/2020	(X)	(X)	4%
0049	001 BLDG IMPR & BETTERMENTS			(X)		

OPTIONAL COVERAGES:	ADDI IES TO BUSINESS IN	ICOME ONLY
OPTIONAL COVERAGES:	APPLIES TO BUSINESS IN	NCOME ONLY

Prem.	Bldg.	Agreed Value	Agreed Value	Monthly Limit of	Maximum Period of	Extended Period of Indemnity (Days)
No.	No.	Date	Amount	Indemnity(Fraction)	Indemnity	
0048	001	05/01/2020	BKT #03		•	

Deductible Exceptions: See CP0320, CP0321

(1) EQ (if shown) = Earthquake

(2) Coinsurance %, Extra Expense %, Limits on Loss Payment or Value Reporting Form Symbol

Policy Number: PHPK1972850

Named Insured: GOODWILL INDUSTRIES OF CENTRAL Agent # 4071

DESCRIPTION OF PREMISES:

Prem. Bldg.

No. No. Location, Fire Protection/Construction and Occupancy

0050 001 2525 W Danforth Edmond, OK 73012

CLOTHING/WEAR APPAREL

PC 04 MASONRY NON-COMBUSTIBLE

0051 001 501 S Division St Guthrie, OK 73044-4824

CLOTHING/WEAR APPAREL

PC 04 MASONRY NON-COMBUSTIBLE

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

Prem.	Bldg.		Limit of	Causes of (1)		
No.	No.	Coverage	Insurance	Loss Form	Coinsurance(2)	Deductible
0050	001 BUILDIN	IG .	BKT #01	SPECIAL	BKT #01	10,000
0050	001 BUSINES	S PERS PROPERTY	BKT #02	SPECIAL	BKT #02	10,000
0050	001 BUSINES	S INCOME-BASIC (1)	BKT #03	SPECIAL	BKT #03	72 HR.
0050	001 BLDG IM	IPR & BETTERMENTS	BKT #04	SPECIAL	BKT #04	10,000
0051	001 BUILDIN	IG	вкт #01	SPECIAL	BKT #01	10,000

BKT #02

SPECTAL.

BKT #02

10,000

OPTIONAL	COVERAGES:

001 BUSINESS PERS PROPERTY

0051

Prem.	Bldg.	Agreed Val	ue	Replacem	ent Cost	Inflation
No.	No. Coverage	Amount E	xpiration Date		Incl. Stock	Guard
0050	001 BUILDING	BKT #01	05/01/2020	(X)		4%
0050	001 BUSINESS PERS PROPERTY	BKT #02	05/01/2020	(X)	(X)	4%
0050	001 BLDG IMPR & BETTERMENTS			(X)		
0051	001 BUILDING	BKT #01	05/01/2020	(X)		4%
0051	001 BUSINESS PERS PROPERTY	BKT #02	05/01/2020	(X)	(X)	4%

OPTIONAL COVERAGES: APPLIES TO BUSINESS INCOME ONLY

Prem.	Bldg.	Agreed Value	Agreed Value	Monthly Limit of	Maximum Period of	Extended Period of
No.	No.	Date	Amount	Indemnity(Fraction)	Indemnity	Indemnity (Days)

0050 001 05/01/2020 BKT #03

Deductible Exceptions: See CP0320, CP0321

(1) EQ (if shown) = Earthquake

(2) Coinsurance %, Extra Expense %, Limits on Loss Payment or Value Reporting Form Symbol

Policy Number: PHPK1972850

Named Insured: GOODWILL INDUSTRIES OF CENTRAL Agent # 4071

DESCRIPTION OF PREMISES:

Prem. Bldg.

No. No. Location, Fire Protection/Construction and Occupancy
 0051 001 501 S Division St Guthrie, OK 73044-4824

CLOTHING/WEAR APPAREL

PC 04 MASONRY NON-COMBUSTIBLE

0052 001 28 E 15th St Edmond, OK 73013-4301

CLOTHING/WEAR APPAREL DISTRIB

PC 02 JOISTED MASONRY

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

Prem.	Bldg.	Limit of Ca	auses of (1)		
No.	No. Coverage	Insurance Lo	oss Form	Coinsurance(2)	Deductible
0051	001 BUSINESS INCOME-BASIC (1)	BKT #03	SPECIAL	BKT #03	72 HR.
0051	001 BLDG IMPR & BETTERMENTS	BKT #04	SPECIAL	BKT #04	10,000
0052	001 BUSINESS PERS PROPERTY	BKT #02	SPECIAL	BKT #02	1,000
0052	001 BUSINESS INCOME-BASIC (1)	BKT #03	SPECIAL	BKT #03	72 HR.
0052	001 BLDG IMPR & BETTERMENTS	BKT #04	SPECIAL	BKT #04	1.000

OPTIONAL CO)VER	AGES:
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O.	HONAL OUT	LIVAGEO.					
Pre	m. Bldg.		Agreed	Value	Replacen	nent Cost	Inflation
No.	No.	Coverage	Amount	Expiration Date		Incl. Stock	Guard
005	1 001 BLDG	IMPR & BETTERMENTS			(X)		
005	2 001 BUSI	NESS PERS PROPERTY	BKT #02	05/01/2020	(X)	(X)	4%
005	2 001 BLDG	IMPR & BETTERMENTS			(X)		

OPTIONAL COVERAGES: APPLIES TO BUSINESS INCOME ONLY

BKT #03

Prem. No.	Bldg. No.	Agreed Value Date	Agreed Value Amount	Monthly Limit of Indemnity(Fraction)	Maximum Period of Indemnity	Extended Period of Indemnity (Days)
0051	001	05/01/2020	вкт #03			

Deductible Exceptions: See CP0320, CP0321

05/01/2020

(1) EQ (if shown) = Earthquake

(2) Coinsurance %, Extra Expense %, Limits on Loss Payment or Value Reporting Form Symbol

(5) 10% or \$5,000 minimum

0052

Policy Number: PHPK1972850

Named Insured: GOODWILL INDUSTRIES OF CENTRAL Agent # 4071

DESCRIPTION OF PREMISES:

Prem. Blda.

No. Location, Fire Protection/Construction and Occupancy No. 0053 001 1915 Classen Blvd Norman, OK 73071-4677

> WAREHOUSE-MINI WAREHOUSE PC 05 JOISTED MASONRY

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

Limit of Prem. Bldg. Causes of (1)

No. No. Coverage Insurance Loss Form Coinsurance(2) Deductible 0053 001 BUSINESS PERS PROPERTY 5,000 SPECIAL 90% 1,000 001 BLDG IMPR & BETTERMENTS 90% 1,000 0053 3,000 SPECIAL

BOILER & MACHINERY PROPERTY ELITE

OPTIONAL COVERAGES:

Replacement Cost Inflation Prem. Bldg. Agreed Value No. Amount **Expiration Date** Incl. Stock Guard 001 BUSINESS PERS PROPERTY 05/01/2020 0053 5,000 (X) (X) 001 BLDG IMPR & BETTERMENTS 0053 (X) **4** %

OPTIONAL COVERAGES: APPLIES TO BUSINESS INCOME ONLY

Agreed Value Prem. Blda. Agreed Value Monthly Limit of Maximum Period of Extended Period of No. No. Amount Indemnity(Fraction) Indemnity Indemnity (Days)

Deductible Exceptions: See CP0320, CP0321

(1) EQ (if shown) = Earthquake

(2) Coinsurance %, Extra Expense %, Limits on Loss Payment or Value Reporting Form Symbol

COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL SCHEDULE

Policy Number: PHPK1972850

Named Insured: GOODWILL INDUSTRIES OF CENTRAL Agent # 4071

COMMERCIAL PROPERTY COVERAGE PART - BLANKET STATEMENT OF VALUES

• • • • • • • • • • • • • • • • • • • •			
Blanket No.	Blanket Description	Limit of Insurance	Co- Insurance
001	BUILDING	\$ 26,285,775	90%
002	BUSINESS PERSONAL PROPERTY	\$ 1,455,000	90%
003	Business Income	\$ 11,700,000	100%
004	Blanket Improvements & Betterments	\$ 749,574	90%

PIIC POL 69

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

COMMENSIAL	PENEIXAE EIADIEII	I OOVEINAGE I AIN	DESERVATION
Policy Number: PHPK1972850)		

	Agent # 4071
⊠ See Supplemental Schedule	

LIMITS OF IN	ISURANCE	
\$	3,000,000	General Aggregate Limit (Other Than Products – Completed Operations)
\$	3,000,000	Products/Completed Operations Aggregate Limit
\$	1,000,000	Personal and Advertising Injury Limit (Any One Person or Organization)
\$	1,000,000	Each Occurrence Limit
\$	100,000	Rented To You Limit (Any One Premises)
\$	5,000	Medical Expense Limit (Any One Person)

FORM OF BUSINESS: NON PROFIT ORGANIZATION

Business Description: Non Profit Organization

Location of All Premises You Own, Rent or Occupy: SEE SCHEDULE ATTACHED

AUDIT PERIOD, ANNUAL, UNLESS OTHERWISE STATED: This policy is not subject to premium audit. Rates Advance Premiums Premium Prem./ Prod./ Prem./ Prod./ Ops. Comp. Ops. Comp. Ops. Comp. Ops.

SEE SCHEDULE ATTACHED

RETROACTIVE DATE (CG 00 02 ONLY) This insurance does not apply to "Padily Injury". "Property Damage", or "Personal

TOTAL PREMIUM FOR THIS COVERAGE PART:

This insurance does not apply to "Bodily Injury", "Property Damage", or "Personal and Advertising Injury" which occurs before the retroactive date, if any, shown below.

Retroactive Date: NONE		
FORM (S) AND ENDORSEME	NT (S) APPLICABLE TO 1	HIS COVERAGE PART: Refer To Forms Schedule
	Countersignature Date	Authorized Representative

13,067.00

\$ 47,826.00

Form Schedule – General Liability

Policy Number: PHPK1972850

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
Gen Liab Dec	1004	Commercial General Liability Coverage Part Declaration
Gen Liab Schedule	0100	General Liability Schedule
CG0001	0413	Commercial General Liability Coverage Form
CG0109	1185	Kansas and Oklahoma Transfer of Rights
CG2011	0413	Additional Insured - Managers Or Lessors Of Premises
CG2026	0413	Additional Insured - Designated Person Or Organization
CG2106	0514	Excl-Access/Disclosure-With Ltd Bodily Injury Except
CG2147	1207	Employment-Related Practices Exclusion
CG2167	1204	Fungi or Bacteria Exclusion
CG2170	0115	Cap On Losses From Certified Acts Of Terrorism
CG2401	1204	Non-Binding Arbitration
CG2404	0509	Waiver of Transfer of Rights of Recovery Against Other
CG2504	0509	Designated Location(s) General Aggregate Limit
PI-GL-001	0894	Exclusion - Lead Liability
PI-GL-002	0894	Exclusion - Asbestos Liability
PI-GL-005	0712	Additional Insured Primary And Non-Contributory Ins
PI-GL-019 OK	0916	Oklahoma Chgs - Political Subdivisions (Limits Of Ins)
PI-GLD-HS	1011	General Liability Deluxe Endorsement: Human Services
PI-HS-005	0704	Exclusion - Professional Liability Coverage
PI-MANU-1	0100	30 Day Notice of Cancellation
PI-MANU-1	0100	Non Stacking of Limits
PI-MANU-1	0100	Additional Insured Primary and Non-contributory Insurance
PI-MANU-1	0100	SPECIAL EVENTS ENDORSEMENT - PI-SE-001 (07/18)
PI-SAM-006	0117	Abuse Or Molestation Exclusion

Policy Number: PHPK1972850

Agent # 4071

		Premium Basis	Ra Prem./	ates Prod./	Advance F Prem./	Advance Premiums Prem./ Prod./	
Classifications	Code No.		Ops.	Comp. Ops.	Ops.	Comp. Ops.	
OK PREM NO. 001 STORE-N/FOOD/DRINK-NOC-NFP	18438	1,000,000 GROSS SALES	1.610	0.620	1,616	622	
OK PREM NO. 002 STORE-N/FOOD/DRINK-NOC-NFP	18438	1,300,000 GROSS SALES	1.610	0.620	2,101	809	
OK PREM NO. 003 STORE-N/FOOD/DRINK-NOC-NFP	18438	1,000,000 GROSS SALES	1.311	0.620	1,316	622	
OK PREM NO. 004 STORE-N/FOOD/DRINK-NOC-NFP	18438	900,000 GROSS SALES	1.311	0.620	1,185	560	
OK PREM NO. 005 WAREHOUSE-PRIVATE-NFP PROD/COMP OP SUBJ TO GEN AGG LIMIT	68707	1,200 AREA	13.307	INCL	17	INCI	
OK PREM NO. 006 WAREHOUSE-PRIVATE-NFP PROD/COMP OP SUBJ TO GEN AGG LIMIT	68707	1,300 AREA	16.297	INCL	22	INCI	
OK PREM NO. 007 WAREHOUSE-PRIVATE-NFP PROD/COMP OP SUBJ TO GEN AGG LIMIT	68707	1,200 AREA	13.307	INCL	17	INCI	
					PHC PO	1 72	

PIIC POL 72

Policy Number: PHPK1972850

Agent # 4071

	_	Premium Basis	Prem./	ates Prod./	Advance F Prem./	Prod./
Classifications	Code No.		Ops.	Comp. Ops.	Ops.	Comp. Ops.
OK PREM NO. 008 WAREHOUSE-PRIVATE-NFP	68707	600	16.297	INCL	11	INCI
PROD/COMP OP SUBJ TO GEN AGG LIMIT		AREA				
OK PREM NO. 009			16.005		210	
WAREHOUSE-PRIVATE-NFP	68707	19,100 AREA	16.297	INCL	312	INCI
PROD/COMP OP SUBJ TO GEN AGG LIMIT		ARLA				
OK PREM NO. 010 WAREHOUSE-PRIVATE-NFP	68707	4,080	16.297	INCL	67	INCI
WAREHOUSE-FRIVATE-NFF	08707	AREA	10.257	11/01	0 /	IIVCI
PROD/COMP OP SUBJ TO GEN AGG LIMIT						
OK PREM NO. 011						
WAREHOUSE-PRIVATE-NFP	68707	704	16.297	INCL	12	INCL
PROD/COMP OP SUBJ TO GEN AGG LIMIT		AREA				
OK PREM NO. 012						
STORE-N/FOOD/DRINK-NOC-NFP	18438	700,000 GROSS SALES	1.311	0.620	922	436
OK PREM NO. 012 JANITORIAL SERVICE	96816	1,200,000	7.310	INCL	8,807	INCL
PROD/COMP OP SUBJ TO GEN AGG LIMIT	90010	PAYROLL	7.310	INCL	3,007	INCL
OK PREM NO. 012						
WAREHOUSE-PRIVATE-NFP	68707	54,560	16.297	INCL	893	INCL
PROD/COMP OP SUBJ TO GEN AGG LIMIT		AREA				
					PIIC PO	I 73

Policy Number: PHPK1972850

Agent # 4071

	_	Premium Basis	Prem./	ates Prod./	Advance F Prem./	Prod./
Classifications	Code No.		Ops.	Comp. Ops.	Ops.	Comp. Ops.
OK PREM NO. 013 WAREHOUSE-PRIVATE-NFP	68707	1,200	13.307	INCL	17	INCI
PROD/COMP OP SUBJ TO GEN AGG LIMIT		AREA				
OK PREM NO. 014			45.000			
WAREHOUSE-PRIVATE-NFP	68707	1,200 AREA	16.297	INCL	21	INCI
PROD/COMP OP SUBJ TO GEN AGG LIMIT		AREA				
OK PREM NO. 015 WAREHOUSE-PRIVATE-NFP	68707	2,419	13.307	INCL	33	INCI
WAREHOUSE-FRIVALE-NFF	00707	AREA	15.507	INCL	33	11101
PROD/COMP OP SUBJ TO GEN AGG LIMIT						
OK PREM NO. 016						
WAREHOUSE-PRIVATE-NFP	68707	1,360	16.297	INCL	23	INCI
PROD/COMP OP SUBJ TO GEN AGG LIMIT		AREA				
OK PREM NO. 017						
STORE-N/FOOD/DRINK-NOC-NFP	18438	900,000 GROSS SALES	1.610	0.620	1,455	560
OK PREM NO. 018 WAREHOUSE-PRIVATE-NFP	68707	930	16.297	INCL	16	INCI
PROD/COMP OP SUBJ TO GEN AGG LIMIT	00707	AREA	101257	11.02	10	
OK PREM NO. 019						
WAREHOUSE-PRIVATE-NFP	68707	1,300	13.307	INCL	18	INCI
PROD/COMP OP SUBJ TO GEN AGG LIMIT		AREA				
					PIIC PO	1 74

Policy Number: PHPK1972850

Agent # 4071

		Premium Basis	Prem./	ates Prod./	Advance F Prem./	Prod./
Classifications	Code No.		Ops.	Comp. Ops.	Ops.	Comp. Ops.
OK PREM NO. 020 STORE-N/FOOD/DRINK-NOC-NFP	18438	900,000 GROSS SALES	1.610	0.620	1,455	560
OK PREM NO. 021 STORE-N/FOOD/DRINK-NOC-NFP	18438	900,000 GROSS SALES	1.311	0.620	1,185	560
OK PREM NO. 022 WAREHOUSE-PRIVATE-NFP PROD/COMP OP SUBJ TO GEN AGG LIMIT	68707	1,337 AREA	13.307	INCL	19	INCI
OK PREM NO. 023 STORE-N/FOOD/DRINK-NOC-NFP	18438	800,000 GROSS SALES	1.311	0.620	1,053	498
OK PREM NO. 024 STORE-N/FOOD/DRINK-NOC-NFP	18438	900,000 GROSS SALES	1.311	0.620	1,185	560
OK PREM NO. 025 WAREHOUSE-PRIVATE-NFP PROD/COMP OP SUBJ TO GEN AGG LIMIT	68707	800 AREA	13.307	INCL	12	INCI
OK PREM NO. 026 STORE-N/FOOD/DRINK-NOC-NFP	18438	800,000 GROSS SALES	1.311	0.620	1,053	498
					PIIC PO) 75

Policy Number: PHPK1972850

Agent # 4071

		Premium Basis	Prem./	ates Prod./	Advance F Prem./	Prod./
Classifications	Code No.		Ops.	Comp. Ops.	Ops.	Comp. Ops.
OK PREM NO. 027 WAREHOUSE-PRIVATE-NFP	68707	1,400	13.307	INCL	20	INCI
PROD/COMP OP SUBJ TO GEN AGG LIMIT		AREA				
OK PREM NO. 028 STORE-N/FOOD/DRINK-NOC-NFP	18438	1,000,000 GROSS SALES	1.610	0.620	1,616	622
OK PREM NO. 029 STORE-N/FOOD/DRINK-NOC-NFP	18438	1,400,000 GROSS SALES	1.610	0.620	2,263	873
OK PREM NO. 030 WAREHOUSE-PRIVATE-NFP PROD/COMP OP SUBJ TO GEN AGG LIMIT	68707	1,490 AREA	13.307	INCL	21	INCI
OK PREM NO. 031 WAREHOUSE-PRIVATE-NFP PROD/COMP OP SUBJ TO GEN AGG LIMIT	68707	1,342 AREA	13.307	INCL	19	INCI
OK PREM NO. 032 WAREHOUSE-PRIVATE-NFP PROD/COMP OP SUBJ TO GEN AGG LIMIT	68707	1,400 AREA	16.297	INCL	24	INCI
OK PREM NO. 033 WAREHOUSE-PRIVATE-NFP PROD/COMP OP SUBJ TO GEN AGG LIMIT	68707	1,670 AREA	13.307	INCL	23	INCI
					PHC PO	

Policy Number: PHPK1972850

Agent # 4071

Classifications OK PREM NO. 034 WAREHOUSE-PRIVATE-NFP PROD/COMP OP SUBJ TO GEN AGG LIMIT OK PREM NO. 035 WAREHOUSE-PRIVATE-NFP	Code No. 68707	Basis 1,500 AREA	Prem./ Ops.	Prod./ Comp. Ops.	Prem./ Ops.	Prod./ Comp. Ops.
WAREHOUSE-PRIVATE-NFP PROD/COMP OP SUBJ TO GEN AGG LIMIT OK PREM NO. 035 WAREHOUSE-PRIVATE-NFP	68707		16 297			
GEN AGG LIMIT OK PREM NO. 035 WAREHOUSE-PRIVATE-NFP		AREA	10.27	INCL	25	INCL
WAREHOUSE-PRIVATE-NFP						1
	68707	1,200 AREA	16.297	INCL	21	INCL
PROD/COMP OP SUBJ TO GEN AGG LIMIT						
OK PREM NO. 036 STORE-N/FOOD/DRINK-NOC-NFP	18438	900,000 GROSS SALES	1.610	0.620	1,455	560
OK PREM NO. 037 WAREHOUSE-PRIVATE-NFP PROD/COMP OP SUBJ TO	68707	1,700 AREA	16.297	INCL	29	INCL
GEN AGG LIMIT OK PREM NO. 038 STORE-N/FOOD/DRINK-NOC-NFP	18438	800,000 GROSS SALES	1.610	0.620	1,293	498
OK PREM NO. 039 STORE-N/FOOD/DRINK-NOC-NFP	18438	600,000 GROSS SALES	1.610	0.620	970	373
OK PREM NO. 040 WAREHOUSE-PRIVATE-NFP PROD/COMP OP SUBJ TO GEN AGG LIMIT	68707	1,200 AREA	16.297	INCL	21	INCL
					PIIC PO	

Policy Number: PHPK1972850

Agent # 4071

		Premium Basis	Ra Prem./	ates Prod./	Advance F Prem./	Premiums Prod./
Classifications	Code No.	Dasis	Ops.	Comp. Ops.	Ops.	Comp. Ops.
OK PREM NO. 041 STORE-N/FOOD/DRINK-NOC-NFP	18438	900,000 GROSS SALES	1.311	0.620	1,185	560
OK PREM NO. 042 WAREHOUSE-PRIVATE-NFP PROD/COMP OP SUBJ TO GEN AGG LIMIT	68707	1,600 AREA	13.307	INCL	22	INCI
OK PREM NO. 043 STORE-N/FOOD/DRINK-NOC-NFP	18438	900,000 GROSS SALES	1.610	0.620	1,455	560
OK PREM NO. 044 WAREHOUSE-PRIVATE-NFP PROD/COMP OP SUBJ TO GEN AGG LIMIT	68707	1,300 AREA	16.297	INCL	22	INCI
OK PREM NO. 045 WAREHOUSE-PRIVATE-NFP PROD/COMP OP SUBJ TO GEN AGG LIMIT	68707	1,500 AREA	13.307	INCL	21	INCI
OK PREM NO. 046 STORE-N/FOOD/DRINK-NOC-NFP	18438	600,000 GROSS SALES	1.311	0.620	790	37:
OK PREM NO. 047 STORE-N/FOOD/DRINK-NOC-NFP	18438	700,000 GROSS SALES	1.610	0.620	1,132	436
					PHC PO	N 70

Policy Number: PHPK1972850

Agent # 4071

		Premium		ates	Advance F	
Classifications	Code No.	Basis	Prem./ Ops.	Prod./ Comp. Ops.	Prem./ Ops.	Prod./ Comp. Ops.
OK PREM NO. 048 STORE-N/FOOD/DRINK-NOC-NFP	18438	600,000 GROSS SALES	1.610	0.620	970	373
OK PREM NO. 049 BLDG/PREMS-OFFICE-NOC-NFP PROD/COMP OP SUBJ TO GEN AGG LIMIT	61227	129 AREA	61.232	INCL	9	INCI
OK PREM NO. 050 STORE-N/FOOD/DRINK-NOC-NFP	18438	700,000 GROSS SALES	1.610	0.620	1,132	436
OK PREM NO. 051 STORE-N/FOOD/DRINK-NOC-NFP	18438	600,000 GROSS SALES	1.610	0.620	970	373
OK PREM NO. 052 STORE-N/FOOD/DRINK-NOC-NFP	18438	1,200,000 GROSS SALES	1.610	0.620	1,940	747
OK PREM NO. 053 WAREHOUSE-PRIVATE-NFP PROD/COMP OP SUBJ TO GEN AGG LIMIT	68707	1,539 AREA	13.307	INCL	21	INCI
OK LIABILITY DELUXE	44444				5,514	
					PHC PO	

COMMERCIAL INLAND MARINE COVERAGE PART DECLARATIONS

Policy I	Number: PHPI	K1972850				
⊠ See	Supplementa	Agent#	4071			
FORM	OF BUSINES	S: NON PROFIT (ORGANIZATION			
	Business Des	scription: Non Pro	fit Organization			
	Location of A	II Premises You Ov	vn, Rent or Occupy:	SEE SCHEDULE	ATTACHED	
ITEM <u>NO.</u>	LIMIT OF INSURANC	<u>DED</u>	<u>UCTIBLE</u>	<u>DESCRIPTION</u>		
		SEE SCHEDULE	E ATTACHED			
DEDU	CTIBLE:	SEE SCHEDULE	ATTACHED			
	GAGE HOLDE Γο Mortgagee	RS: /Loss Payee Sche	<u>dule</u>			
FORM((S) AND END(Γο Forms Sch	DRSEMENT(S) AP edule	PLICABLE TO THIS	COVERAGE PART	:	
TOTAL	PREMIUM FO	OR THIS COVERA	GE PART \$ 2,	235.00		
			Countersignature Da	ate	Authorized Repre	esentative

Form Schedule - Inland Marine

Policy Number: PHPK1972850

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
Inland Marine Dec	0100	Commercial Inland Marine Coverage Part Declarations
Inland Marine Schedule	0100	Inland Marine Schedule
Inl Marine Schedule Items Sc	0100	Inland Marine Scheduled Items Schedule
CM0001	0904	Commercial Inland Marine Conditions
CM0028	0113	Signs Coverage Form
PI-CIM-032	0503	Miscellaneous Coverage Form
PI-CIM-053	1206	Computer Coverage Form

COMMERCIAL INLAND MARINE COVERAGE PART SUPPLEMENTAL SCHEDULE

Policy Number: PHPK1972850

Agent #: 4071

ST/LOC	ITEM NO.	LIMIT OF INSURANCE	DEDUCTIBLE	DESCRIPTION
OK N/A	001 \$	440,000	500	COMPUTER COVERAGE
OK N/A	002 \$	15,200	500	MISCELLANEOUS - NOC Scheduled equipment SEE SCHEDULE
OK N/A	003 \$	20,000	1,000	MISCELLANEOUS - NOC Unscheduled Equipment
OK 001	004 \$	14,000	5% OF LIMIT	SIGNS
OK 002	005 \$	27,000	5% OF LIMIT	SIGNS
OK 003	006 \$	16,000	5% OF LIMIT	SIGNS
OK 004	007 \$	18,000	5% OF LIMIT	SIGNS
OK 005	008 \$	7,000	5% OF LIMIT	SIGNS
OK 007	009 \$	12,140	5% OF LIMIT	SIGNS
OK 008	010 \$	9,319	5% OF LIMIT	SIGNS SEE SCHEDULE
OK 011	011 \$	6,424	5% OF LIMIT	SIGNS
OK 012	012 \$	21,665	5% OF LIMIT	SIGNS
OK 013	013 \$	6,245	5% OF LIMIT	SIGNS
OK 015	014 \$	16,485	5% OF LIMIT	SIGNS

COMMERCIAL INLAND MARINE COVERAGE PART SUPPLEMENTAL SCHEDULE

Policy Number: PHPK1972850

Agent #: 4071

ST/LOC	ITEM NO.	LIMIT OF INSURANCE	DEDUCTIBLE	DESCRIPTION	
OK 016	015 \$	8,000	5% OF LIMIT	SIGNS	
OK 017	016 \$	23,641	5% OF LIMIT	SIGNS	
OK 018	017 \$	7,000	5% OF LIMIT	SIGNS	
OK 019	018 \$	7,000	5% OF LIMIT	SIGNS	
OK 020	019 \$	19,500	5% OF LIMIT	SIGNS SEE SCHEDULE	
OK 021	020 \$	17,000	5% OF LIMIT	SIGNS	
OK 022	021 \$	7,000	5% OF LIMIT	SIGNS	
OK 023	022 \$	18,000	5% OF LIMIT	SIGNS	
OK 024	023 \$	16,950	5% OF LIMIT	SIGNS	
OK 025	024 \$	8,000	5% OF LIMIT	SIGNS	
OK 026	025 \$	26,000	5% OF LIMIT	SIGNS	
OK 027	026 \$	8,000	5% OF LIMIT	SIGNS	
OK 028	027 \$	28,000	5% OF LIMIT	SIGNS	
OK 029	028 \$	22,215	5% OF LIMIT	SIGNS	

COMMERCIAL INLAND MARINE COVERAGE PART SUPPLEMENTAL SCHEDULE

Policy Number: PHPK1972850

Agent #: 4071

ST/LOC	ITEM NO.	LIMIT OF INSURANCE	DEDUCTIBLE	DESCRIPTION	
OK 030	029 \$	8,000	5% OF LIMIT	SIGNS	
OK 031	030 \$	8,000	5% OF LIMIT	SIGNS	
OK 032	031 \$	8,000	5% OF LIMIT	SIGNS	
OK 033	032 \$	8,000	5% OF LIMIT	SIGNS	
OK 034	033 \$	8,000	5% OF LIMIT	SIGNS	
OK 035	034 \$	8,000	5% OF LIMIT	SIGNS	
OK 036	035 \$	20,000	5% OF LIMIT	SIGNS	
OK 037	036 \$	8,000	5% OF LIMIT	SIGNS	
OK 038	037 \$	20,000	5% OF LIMIT	SIGNS	
OK 039	038 \$	20,000	5% OF LIMIT	SIGNS	
OK 040	039 \$	8,000	5% OF LIMIT	SIGNS	
OK 041	040 \$	24,000	5% OF LIMIT	SIGNS	
OK 042	041 \$	8,000	5% OF LIMIT	SIGNS	
OK 043	042 \$	40,000	5% OF LIMIT	SIGNS	

COMMERCIAL INLAND MARINE COVERAGE PART SUPPLEMENTAL SCHEDULE

Policy Number: PHPK1972850

Agent #: 4071

ST/LOC	ITEM NO.	LIMIT OF INSURANCE	DEDUCTIBLE DESCRIPTION
OK 044	043 \$	8,000	5% OF LIMIT SIGNS
OK 045	044 \$	8,000	5% OF LIMIT SIGNS
OK 046	045 \$	23,000	5% OF LIMIT SIGNS
OK 047	046 \$	40,000	5% OF LIMIT SIGNS
OK 048	047 \$	30,000	5% OF LIMIT SIGNS
OK 050	048 \$	30,000	5% OF LIMIT SIGNS
OK 051	049 \$	30,000	5% OF LIMIT SIGNS
OK 052	050 \$	25,000	5% OF LIMIT SIGNS
OK 053	051 \$	8,000	5% OF LIMIT SIGNS

COMMERCIAL INLAND MARINE SCHEDULED ITEMS COVERAGE PART

Policy Number: PHPK1972850

Agent #: 4071

ITEM NO.	IT OF URANCE	DESCRIPTION
001	\$ 7,000	991081 000125
002	\$ 8,200	Gravely Zero Turn Mower 2006 Skyjack 32' Electric Scissor Lift
003	\$ 2,533	Refab Pole CAM Sign attch metal frame & plastic front
004	\$ 6,786	4'X14' S/Sided lit Sign Attch metal frame & plastic fro
005	\$ 19,500	2 attached 3x8

POLICY NUMBER: PHPK1972850

COMMERCIAL AUTO
CA DS 03 10 13

BUSINESS AUTO DECLARATIONS

ITEM ONE

Company Name: Philadelphia Indemnity Insurance Company
Producer Name: UNIVERSAL INSURANCE AGENCY, INC.
Named Insured And Mailing Address:
GOODWILL INDUSTRIES OF CENTRAL
OKLAHOMA INC 316 S Blackwelder Ave
Oklahoma City, OK 73108-1418
Policy Period
From: 05/01/2019
To: 05/01/2020 At 12:01 AM Standard Time at your mailing address shown above
Previous Policy Number: PHPK1813646
Form Of Business: NON PROFIT ORGANIZATION
In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide
the insurance as stated in this policy.
Premium Shown Is Payable At Inception: \$
Audit Period (if applicable): Annually Semiannually Quarterly Monthly
Fudercomente Attached To This Delice.
Endorsements Attached To This Policy
SEE SCHEDULE
OLE GOILEDGEE

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Countersignature Of Authorized Representative				
Name:				
Title:				
Signature:				
Date:				

Note

Officers' facsimile signatures may be inserted here, on the policy cover or elsewhere at the company's option.

ITEM TWO

Schedule Of Coverages And Covered Autos

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos section of the Business Auto Coverage Form next to the name of the coverage.

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	01	\$ 1,000,000 CSL	\$ 59,556.00
Personal Injury Protection (Or Equivalent No-fault Coverage)		Separately Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible	\$
Added Personal Injury Protection (Or Equivalent Added No-fault Coverage)		Separately Stated In Each Added Personal Injury Protection Endorsement	\$
Property Protection Insurance (Michigan Only)		Separately Stated In The Property Protection Insurance Endorsement Minus	\$
		\$ Deductible For Each Accident	
Auto Medical Payments	02	\$ 5,000 Each Insured	\$ 2,483.00
Medical Expense And Income Loss Benefits (Virginia Only)		Separately Stated In The Medical Expense And Income Loss Benefits Endorsement	\$
Uninsured Motorists	02	\$ 1,000,000 CSL	\$ 18,088.00
Underinsured Motorists (When Not Included In Uninsured Motorists Coverage)	02	\$ 1,000,000 CSL	\$ INCL

ITEM TWO Schedule Of Coverages And Covered Autos (Cont'd)

Coverages	Covered Autos	Limit		Premium
Physical Damage Comprehensive Coverage	07, 08	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ SCHEDULE Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning See Item Four for Hired or Borrowed Autos.	\$	6,695.00
Physical Damage Specified Causes Of Loss Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ &) Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism See Item Four for Hired or Borrowed Autos.	\$	
Physical Damage Collision Coverage	07, 08	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ SCHEDULE Deductible For Each Covered Auto See Item Four for Hired or Borrowed Autos.	\$	13,607.00
Physical Damage Towing And Labor		\$ For Each Disablement Of A Private Passenger Auto	\$	
Terrorism	All	Per Coverage Endorsement	\$	134.00
	•	Premium For Endorsements	\$	
		Estimated Total Premium*	\$	100,563.00
*This policy may b	e subject to final audit.			

ITEM THREE

Schedule Of Covered Autos You Own

Covered Auto Number	er:					
Town And State Whe	ere The Cove	ered Auto Will Be	Principally G	araged: SEI	SCHEDULE	
		Covered A	Auto Descripti	on		
Year:	Model:			Trade Name	e:	
Body Type:				Serial Num	ber(s):	
Vehicle Identification	Number (VI	N):				
		Cla	ssification			
Original Cost New \$ SEE	Radius Of Operation SCHEDULE	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
Except For Towing, According To Their I SEE SCHEDULE, IF A	nterests In T	he Auto At The			oss Payee Named E	3elow

ITEM THREE

Schedule Of Covered Autos You Own (Cont'd)

(Absence of a de	Coverages – Premiums, Limits And Ded ductible or limit entry in any column below means in the corresponding Item Two column applies	that the limit or deductible entry
Coverages	Limit	Premium
Covered Autos Liability	\$ SEE SCHEDULE	\$
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus Deductible	\$
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	\$
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus \$ Deductible	\$
Auto Medical Payments	\$ Each Insured	\$
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In The Medical Expense And Income Loss Benefits Endorsement For Each Person	\$
Comprehensive	Stated In Item Two Minus \$ Deductible	\$
Specified Causes Of Loss	Stated In Item Two Minus \$ Deductible	\$
Collision	Stated In Item Two Minus \$ Deductible	\$
Towing And Labor	\$ Per Disablement	\$

Total Premiums	SEE SCHEDULE
Covered Autos Liability	\$
Personal Injury Protection	\$
Added Personal Injury Protection	\$
Property Protection Insurance (Michigan Only)	\$
Auto Medical Payments	\$
Medical Expense And Income Loss Benefits (Virginia Only)	\$
Comprehensive	\$
Specified Causes Of Loss	\$
Collision	\$
Towing And Labor	\$

ITEM FOUR

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums

Covered Autos Liability Coverage – Cost Of Hire Rating Basis For Autos Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)						
Covered Autos Liability Estimated Annual Coverage Cost Of Hire For All States Premium						
Primary Coverage	\$ SEE SCHEDULE, IF APPLICABLE	\$				
Excess Coverage	\$ SEE SCHEDULE, IF APPLICABLE	\$				
Total Hired Auto Premium \$						

For "autos" used in your motor carrier operations, cost of hire means:

- 1. The total dollar amount of costs you incurred for the hire of automobiles (includes "trailers" and semitrailers) and, if not included therein,
- 2. The total remunerations of all operators and drivers' helpers, of hired automobiles, whether hired with a driver by lessor or an "employee" of the lessee, or any other third party, and
- 3. The total dollar amount of any other costs (e.g., repair, maintenance, fuel, etc.) directly associated with operating the hired automobiles, whether such costs are absorbed by the "insured", paid to the lessor or owner, or paid to others.

Covered Autos Liability Coverage – Cost Of Hire Rating Basis For Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)					
Covered Autos Liability Coverage	State	Estimated Annual Cost Of Hire For Each State	Premium		
Primary Coverage		\$ SEE SCHEDULE, IF APPLICABLE	\$		
Excess Coverage		\$ SEE SCHEDULE, IF APPLICABLE	\$		
Total Hired Auto Premium \$					

For "autos" **NOT** used in your motor carrier operations, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

ITEM FOUR Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

Physical Damage Coverages – Cost Of Hire Rating Basis For All Autos (Other Than Mobile Or Farm Equipment)						
Coverage	State	Limit Of Insurance	Estimated Annual Cost Of Hire For Each State (Excluding Autos Hired With A Driver)	Premium		
Comprehensive		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning	\$ SEE SCHEDULE, IF APPLICABLE	\$		
Specified Causes Of Loss		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism	\$	\$		
Collision		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto	\$	\$		
	Total Hired Auto Premium \$					

For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.

ITEM FOUR
Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

Cost Of Hire F	Cost Of Hire Rating Basis For Mobile Or Farm Equipment – Other Than Physical Damage Coverages										
		Estimated Cost Of Hire F		Pren	nium						
Coverage	State	Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment						
Covered Autos Liability – Primary Coverage		\$ SEE SCHEDULE, IF APPLICABLE	\$	\$	\$						
Covered Autos Liability – Excess Coverage		\$	\$	\$	\$						
Personal Injury Protection		\$	\$	\$	\$						
Medical Expense Benefits (Virginia Only)	VA	\$	\$	\$	\$						
Income Loss Benefits (Virginia Only)	VA	\$	\$	\$	*						
Auto Medical Payments		\$	\$	\$	\$						
		Total Hi	red Auto Premiums	\$	\$						

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

ITEM FOUR Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

	Cost O	f Hire Rating Basis For Mob	ile Or Farm Equipmer	nt – Physical D	amage Covera	iges	
			Estimated A Cost Of Hire For I (Excluding Autos I Driver)	Each State	Premium		
Coverage	State	Limit Of Insurance	Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment	
Compre- hensive		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Ded. For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning	\$ SEE SCHEDULE, IF APPLICABLE	\$	\$	\$	
Specified Causes Of Loss		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Ded. For Each Covered Auto For Loss Caused By Mischief Or Vandalism	\$	\$	\$	\$	
Collision		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Ded. For Each Covered Auto	\$	\$	\$	\$	
			Total Hired A	uto Premiums	\$	\$	

For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any auto that is leased, hired, rented or borrowed with a driver.

ITEM FOUR Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

	Rental Period	Rating Basis	For Mobile	Or Farm Equipment	
		Days Equi	Number Of pment Will ented	Pre	mium
Coverage	Town And State Where The Job Site Is Located	bb Mobile Farm ed Equipment Equipment		Mobile Equipment	Farm Equipment
Covered Autos Liability – Primary Coverage				\$	\$
Covered Autos Liability – Excess Coverage				\$	\$
Personal Injury Protection				\$	\$
Medical Expense Benefits (Virginia Only)				\$	\$
Income Loss Benefits (Virginia Only)				\$	\$
Auto Medical Payments				\$	\$
	То	\$	\$		

ITEM FIVE
Schedule For Non-ownership Covered Autos Liability

Named Insured's Business	Rating Basis	Number	Premium
Other Than Garage Service	Number Of Employees		\$
Operations And Other Than Social Service Agencies	Number Of Partners (Active And Inactive)		\$
Garage Service Operations	Number Of Employees Whose Principal Duty Involves The Operation Of Autos		\$
	Number Of Partners (Active And Inactive)		\$
Social Service Agencies	Number Of Employees	350	\$ 1,642.00
	Number Of Volunteers Who Regularly Use Autos To Transport Clients	21	\$ 252.00
	Number Of Partners (Active And Inactive)		\$
Total Non-o	wnership Covered Autos Liabilit	y Premium	\$ 1,894.00

ITEM SIX Schedule For Gross Receipts Or Mileage Basis

Address Of Business Headquarters Location: Type Of Risk (Check one): Public Autos Leasing Or Rental Concerns Rating Basis (Check one): Gross Receipts (Per \$100) Mileage (Per Mile) Estimated Yearly (Gross Receipts Or Mileage): Premiums Covered Autos Liability \$ Personal Injury Protection \$ Added Personal Injury Protection \$ Property Protection Insurance (Michigan Only) \$ Auto Medical Payments \$ Medical Expense And Income Loss Benefits (Virginia Only) \$ Comprehensive \$ Specified Causes Of Loss \$									
Type Of Risk (Check one): Public Autos	Leasing Or Rental Concerns								
Rating Basis (Check one): Gross Receipts (Per \$100)	Mileage (Per Mile)								
Estimated Yearly (Gross Receipts Or Mileage):									
Premiums									
Covered Autos Liability	\$								
Personal Injury Protection	\$								
Added Personal Injury Protection	\$								
Property Protection Insurance (Michigan Only)	\$								
Auto Medical Payments	\$								
Medical Expense And Income Loss Benefits (Virginia Only)	\$								
Comprehensive	\$								
Specified Causes Of Loss	\$								
Collision	\$								
Towing And Labor	\$								

ITEM SIX Schedule For Gross Receipts Or Mileage Basis (Cont'd)

Address Of Business Headqu	arters Location:	
Type Of Risk (Check one):	Public Autos	Leasing Or Rental Concerns
Rating Basis (Check one):	Gross Receipts (Per \$100)	Mileage (Per Mile)
Estimated Yearly (Gross Rece	ipts Or Mileage):	
	Premiums	
Covered Autos Liability		\$
Personal Injury Protection		\$
Added Personal Injury Protect	ion	\$
Property Protection Insurance	(Michigan Only)	\$
Auto Medical Payments		\$
Medical Expense And Income	Loss Benefits (Virginia Only)	\$
Comprehensive		\$
Specified Causes Of Loss		\$
Collision		\$
Towing And Labor		\$
Address Of Business Headqua	arters Location:	
Type Of Risk (Check one):	Public Autos	Leasing Or Rental Concerns
Rating Basis (Check one):	Gross Receipts (Per \$100)	Mileage (Per Mile)
Estimated Yearly (Gross Rece	ipts Or Mileage):	
	Premiums	
Covered Autos Liability		\$
Personal Injury Protection		\$
Added Personal Injury Protect	ion	\$
Property Protection Insurance	(Michigan Only)	\$
Auto Medical Payments		\$
Medical Expense And Income	Loss Benefits (Virginia Only)	\$
Comprehensive		\$
Specified Causes Of Loss		\$
Collision		\$
Towing And Labor		\$

ITEM SIX

Schedule For Gross Receipts Or Mileage Basis (Cont'd)

When used as a premium basis:

FOR PUBLIC AUTOS

Gross receipts means the total amount earned by the named insured for transporting passengers, mail and merchandise.

Gross receipts does not include:

- 1. Amounts paid to air, sea or land carriers operating under their own permits.
- 2. Advertising revenue.
- **3.** Taxes collected as a separate item and paid directly to the government.
- **4.** C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing "autos" during the policy period.

FOR RENTAL OR LEASING CONCERNS

Gross receipts means the total amount earned by the named insured for the leasing or renting of "autos" to others without drivers.

Mileage means the total live and dead mileage of all "autos" you leased or rented to others without drivers.

Form Schedule – Commercial Auto

Policy Number: PHPK1972850

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
CADS03	1013	Business Auto Declarations
Auto Schedule	0100	Business Auto Schedule
Hired Or Borrowed Auto Sche	0706	Schedule Of Hired Or Borrowed Covered Auto
CA0001	1013	Business Auto Coverage Form
CA0132	1013	Oklahoma Changes
CA0444	1013	Waiver Of Trans Of Rights Of Rec Against Others To Us
CA2001	1013	Lessor - Additional Insured And Loss Payee
CA2048	1013	Designated Insured For Covered Autos Liability Cov
CA2054	1001	Employee Hired Autos
CA3143	1115	Oklahoma Uninsured Motorists Coverage - Non-Stacked
CA9903	1013	Auto Medical Payments Coverage
CA9934	1293	Social Service Agencies - Volunteers as Insureds
CA9944	1013	Loss Payable Clause
PI-AUT-001	0116	Cap On Losses From Certified Acts Of Terrorism

POLICY NUMBER: PHPK1972850

SCHEDULE OF COVERED AUTOS YOU OWN

Covered	OI	LICED ACT	DESC	RIPTION	J				TERRITORY							
Auto			Year Model; Tra							Town or City & Zip where the Covered Auto						
No.		Serial N	umber (S); Vehic				/IN)			W	ill be princ	cipally ga	raged			
1	2004 HOND	A CIVIC L	X, 2HGES165	74H544	183				1	02 Okla	homa C	ity, O	K 731	.62		
2	2005 HOND	A CIVIC H	YBRID, JHME:	396695	s013968				1	02 Okla	homa C	ity, O	K 731	.07		
3	2005 Hyun	dai Elant	ra GLS/GT, 1	KMHDN4	6DX5U158	3085			1	121 Oklahoma City, OK 73170						
4	2004 CHEV	ROLET SIL	VERADO C150), 2GC1	EC19T941	L419	118		1	.02 Okla	homa C	ity, O	K 731	.12		
5	2011 UTIL	ITY Trail	er 10x6, 5Z	OUT101	1BP00270	8			1	02 Okla	homa C	ity, O	K 731	.05		
6	1997 FORD	F150, 1F	TEX17L0VKC5	2656					1	02 Okla	homa C	ity, O	K 731	.12		
Covered			CLAS	SIFICAT	ION				9		PUR	CHASE	D			
Auto No.	Radius of Operation	Business Use s = service r = retail	Size GVW, CGW or Vehicle	Age Group			Code	Original Co	st New	Stated Amo	ount					
	Орегация	c = comml.	Seating Capacity	Group	Liab.	Phy.	y. Dam. Liab.		Phy. Dam.							
1				12	1.000	1.	000			7398	16	,160				
2				12	1.000	1.	000			7398	20	,800				
3				12	1.000	1.	000			7398	13	,299				
4	LOCAL	s	5,000	12	1.000	1.	000			01499	24	,970				
5	LOCAL			9	0.100					68499	1	,860				
6	LOCAL	s	5,000	12	1.000					01499	16	,500				
Total Premium																
Tremium		LIABILITY	,		AUT	O. ME	D.		ME	DICAL EXI	PENSE AN	ND INCO	ME LOS	S		
Covered											EFITS (V	A ONLY)			
Auto No.	Lin (in thou		Premium		Limit	Premium		Exp. A	ated In Ear nd Inc. Los	s Ben.	en. Prem		1			
1		1,000	1,015.00	1	5	000		34.00		End. For Each Persor						
2		1,000	1,015.00			000		34.00								
3		1,000	779.00	-		000		27.00								
4		1,000	1,226.00	-		000		70.00								
5		1,000	126.00	_		000		7.00								
6		1,000	1,226.00	_		000		70.00								
Total		2,000	5,387.00		3,			242.00								
Premium Covered	PERSON	IAL INJURY F	•		P.P.I. (I	Mich.				HNINGH	RED/UND	FRINGII	RED			
Auto No.	Limit stated in		Premium		stated in e			emium		imit ousands)		emium	UM	UIM		
1	en	u.			P.P.I. end.				(III dile	1,000		329.00) x	х		
2										1,000	_	329.00	_	х		
3					+					1,000		329.00		x		
4					+					1,000		229.00	-	Х		
5										1,000		229.00		х		
6										1,000		229.00		х		
Total Premium									,		229.00 X 1,674.00					
i romium																

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POLICY NUMBER: PHPK1972850

SCHEDULE OF COVERED AUTOS YOU OWN (Cont'd)

Covered	COMPRE	HENSIVE	SPEC. CAUSES OF LOSS	COLLISION				
Auto No.	Deductible	Premium	Premium	Deductible	Premium			
1	500	59.00)	1,000	141.00			
2	500	66.00)	1,000	149.00			
3	500	58.00)	1,000	95.00			
4	500	84.00)	1,000	100.00			
5								
6								
Total Premium		267.00)		485.00			
Covered		TOWING & LABOR	R	Except for towing all physical damage loss is	TOTAL			
Auto No.	Limit per disab	lement	Premium	payable to you and the loss payee named below as interests may appear at the time of the loss.	Premium			
1					1,578.00			
2				See Schedule(s)	1,593.00			
3					1,288.00			
4					1,709.00			
5					362.00			
6					1,525.00			
Total Premium					8,055.00			

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POLICY NUMBER: PHPK1972850

SCHEDULE OF COVERED AUTOS YOU OWN

Covered				RIPTION						TERRITORY Town or City & Zip where the Covered Auto						
Auto			Year Model; Trad											red Auto		
No. 7	2002 2020		umber (S); Vehic 0 QUAD ST/S							N 102 Okla	vill be prin	, , ,		3112		
8			er 10x6, 4D0				2346			102 Okla 102 Okla		- '		3105		
9 10			ARAVAN SE,							102 Okla				3109		
			CUSTOM, 1G							102 Oklahoma City, OK 73109 102 Oklahoma City, OK 73109						
11			ER DUTY, 1FI													
12	1996 TOYC	TA AVALON	XL/XLS, 4T			64				102 Oklahoma City, OK 73108						
Covered Auto		Business Use	l l	SIFICATI	Ť						PUF	PURCHASED				
No.	Radius of	s = service r = retail	Size GVW, CGW or Vehicle	Age				ng Factor	Code	Original Co	st New	Stated A	mount			
	Operation	c = comml.	Seating Capacity	Group	Group Liab. Phy. Da		Dam.	Liab.	Phy. Dam.				Glated / Infount			
7	LOCAL	s	5,000	12	1.000					01499	7	,500				
8	LOCAL			9	0.100					68499	2	,500				
9	LOCAL		5	11	0.550	1.	200	-0.20		6481	23	,530				
10				12	1.000					7398	16	,230				
11	LOCAL		15	7	0.550	1.	200	-0.15		6482	51	,132				
12				12	1.000					7398	23,418					
Total Premium																
Premium		LIABILITY	<u> </u>		AUT	O. ME	D.		I ME	DICAL EXI	PENSE AI	ND INC	OME LO	SS		
Covered											IEFITS (V					
Auto	Lir						1			Stated In Each Med And Inc. Loss Ben. Premium						
No.	(in thou	isands)	Premium		Limit		Premium			Exp. And Inc. Loss Ben. End. For Each Person			Premii	ım		
7		1,000	1,226.00)	5,	000		70.00	End. 1 of Edon't Groon							
8		1,000	126.00)	5.	000		7.00								
9		1,000	1,624.00	_		000		58.00	1							
10		1,000	1,015.00			000		34.00	+							
11		1,000	1,856.00			000		67.00								
12		1,000	1,015.00)	5.	000		34.00								
Total		,	12,249.00		- ,			512.00								
Premium	PERSON	NAL INJURY F	ROTECTION		P.P.I. (I	Mich				LINIMAGU		EDINOL	IDED			
Covered Auto	Limit stated i		I	Limit	stated in e	-	Omy,			_imit	RED/UND	ERINSU		1		
No.	en		Premium		P.P.I. end.	acii	Pre	emium		ousands)	Pr	emium	UM	UIM		
7									,	1,000		229.0	0 x	х		
8										1,000		229.0	0 x	х		
9										1,000		229.0	0 x	х		
10										1,000		329.0	0 X	х		
11										1,000		229.00		х		
12										1,000		329.0	0 x	х		
Total											3.	248.0	0			
Premium											Page.					

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POLICY NUMBER: PHPK1972850

SCHEDULE OF COVERED AUTOS YOU OWN (Cont'd)

Covered	COMPRE	HENSIVE	SPEC. CAUSES OF LOSS	COLLISION				
Auto No.	Deductible	Premium	Premium	Deductible	Premium			
7								
8								
9	500	92.	00	1,000	102.00			
10								
11	500	163.	00	1,000	287.00			
12								
Total Premium		522.	00		874.00			
Covered		TOWING & LAB	OR	Except for towing all physical damage loss is	TOTAL			
Auto No.	Limit per disal	olement	Premium	payable to you and the loss payee named below as interests may appear at the time of the loss.	Premium			
7					1,525.00			
8				See Schedule(s)	362.00			
9					2,105.00			
10					1,378.00			
11					2,602.00			
12					1,378.00			
Total Premium					17,405.00			

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POLICY NUMBER: PHPK1972850

SCHEDULE OF COVERED AUTOS YOU OWN

Covered	01 0011	EKED AGT	DESC	RIPTION							TFR	RITORY				
Auto			Year Model; Trac			÷.				Town or City & Zip where the Covered Auto						
No.		Serial N	umber (S); Vehicl				/IN)			W	ill be princ	cipally ga	raged	. ,		
13	2015 FORD	FOCUS SE	, 1FADP3F20I	FL36823	32				1	02 Okla	homa C	ity, O	K 731	08		
14	2015 FORD	FOCUS, 1	FADP3F24FL3	58363					1	02 Okla	homa C	ity, O	K 731	08		
15	2015 FORD	FUSION S	, 3FA6P0G771	FR13658	34				1	02 Okla	homa C	ity, O	K 731	08		
16	2017 HINO	258/268,	5PVNE8JV0H	4S56188	3				1	02 Okla	homa C	ity, O	K 731	09		
17	2017 HINO	258/268,	5PVNE8JV7H	4S5618	6				1	102 Oklahoma City, OK 73109						
18	2007 DODG	E GRAND C	ARAVAN, 2D40	SP44L7	7R117308	3			1	02 Okla	homa C	ity, O	K 731	09		
Covered			CLAS	SIFICATI	ON						PUR	CHASE	D			
Auto No.	Radius of Operation	Business Use s = service r = retail	Size GVW, CGW or Vehicle	Age Group	Primary Rat	ing Factor Sec. Rating Factor		ng Factor	Code	Original Co	st New	Stated Amo	unt			
10	·	c = comml.	Seating Capacity		Liab.		Dam.	Liab.	Phy. Dam.		1.0	222				
13				5	1.000		000			7398		,000				
14				5	1.000		000			7398		,000				
15			22.222	5	1.000		000			7398		,000				
16	LOCAL	S	30,000	3	1.100		750			31499		,758				
17	LOCAL	S	30,000	3	1.100		750	0.00		31499	87,758					
18 Total	LOCAL		5	12	0.550	1.	200	-0.20		6481	27	,775				
Premium																
Covered		LIABILITY	•		AUT	UTO. MED. N				DICAL EXI BEN	PENSE AN IEFITS (V			S		
Auto No.	Lin (in thou	-	Premium		Limit F		Pre	emium	Limit Stated In Each Exp. And Inc. Loss I End. For Each Pers		s Ben.		Premium			
13		1,000	1,015.00)	5,	000		34.00	1							
14		1,000	1,015.00)	5,	000		34.00								
15		1,000	1,015.00)	5,	000		34.00								
16		1,000	1,495.00)	5,	000		70.00								
17		1,000	1,495.00)	5,	000		70.00								
18		1,000	1,624.00)	5,	000		58.00								
Total Premium			19,908.00					812.00								
Covered	PERSON	NAL INJURY P	ROTECTION	Ī	P.P.I. (I	Mich,	Only)			UNINSU	RED/UND	ERINSU	RED			
Auto No.	Limit stated in en		Premium		stated in e P.P.I. end.	ach	Pre	emium		imit usands)		emium	UM	UIM		
13					i .i .i. Oliu.					1,000		329.00) X	х		
14										1,000		329.00) x	х		
15										1,000		329.00) x	х		
16					†					1,000		229.00		х		
17					†					1,000		229.00		х		
18										1,000		229.00		х		
Total Premium							_				4,	922.00)			

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POLICY NUMBER: PHPK1972850

SCHEDULE OF COVERED AUTOS YOU OWN (Cont'd)

Covered	COMPRE	HENSIVE	SPEC. CAUSES OF LOSS	COLLISION					
Auto No.	Deductible Premium		Premium	Deductible	Premium				
13	500	107.0	00	1,000	304.00				
14	500	107.0	00	1,000	304.00				
15	500	119.0	00	1,000	322.00				
16	500	201.0	00	1,000	498.00				
17	500	201.0	00	1,000	498.00				
18	500	85.0	00	1,000	106.00				
Total Premium		1,342.0	00		2,906.00				
Covered		TOWING & LABO	OR	Except for towing all physical damage loss is	TOTAL				
Auto No.	Limit per disablement		Premium	payable to you and the loss payee named below as interests may appear at the time of the loss.	Premium				
13					1,789.00				
14				See Schedule(s)	1,789.00				
15					1,819.00				
16					2,493.00				
17					2,493.00				
18					2,102.00				
Total Premium					29,890.00				

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POLICY NUMBER: PHPK1972850

SCHEDULE OF COVERED AUTOS YOU OWN

Auto No. Serial Number (S); Vehicle Identification Number (VIN) Serial Number (S); Vehicle Identification Number (VIN) Serial Number (S); Vehicle Identification Number (VIN) Serial Number	Covered	DESCRIPTION									TERRITORY					
19			0 : 11	Year Model; Trad	de Name;	Body Typ	e "	(IN I)								
20																
21 2017 FORD FOCUS, 1FADP3E24H1313755		'														
22 2017 FORD TRANSIT CONNECT, NW0LS6E79H1303300		•														
23 2018 FORD FUSION, 3FA6P0G73JR109682 102 Oklahoma City, OK 73101		,										<u> </u>				
Covered Auto No. Covered Auto Covered Auto Covered Auto No. Covered Covered Auto Covered Auto Covered Cove		, , , , , , , , , , , , , , , , , , ,										- '				
Covered Auto No. Padius of Operation Padius of No. Padius of Vehicle Sealing Capacity Primary Rating Factor Sec. Rat						-100604										
Auto No. Radius of Operation Size CWN, CGW Size Community Size CWN, CGW F = field Size CWN, CGW F = field Size CWN, CGW Si												109				
No. Radius of Operation c = certical relation			Business Use	Size GVW, CGW or Vehicle	Age					PURCHASE		ט:				
19			s = service			Primary Rating Factor		ctor	Sec. Ratin	g Factor	Code	Original Cost New		Stated Amount		
20		Operation				Liab.	Phy.	Dam.	Liab.	Phy. Dam.		ı				
21	19				3	1.000	1.	000			7398	30	0,011			
22 LOCAL	20				3	1.000	1.	000			7398	23	3,610			
23	21				3	1.000	1.	000			7398	16	5,775			
Covered Auto No. Covered Cover	22	LOCAL		5	3	0.550	1.	200	-0.20		6481	22	2,900			
Total Premium Limit Premium Limit Premium Exp. And Inc. Loss Ben. End. For Each Person Premium Exp. And Inc. Loss Ben. End. For Each Person Premium Exp. And Inc. Loss Ben. End. For Each Person Premium Exp. And Inc. Loss Ben. End. For Each Person Premium Exp. And Inc. Loss Ben. End. For Each Person Premium Exp. And Inc. Loss Ben. End. For Each Person Premium Exp. And Inc. Loss Ben. End. For Each Person Premium Exp. And Inc. Loss Ben. End. For Each Person Premium Exp. And Inc. Loss Ben. End. For Each Person Premium Exp. And Inc. Loss Ben. End. For Each Person Premium Exp. And Inc. Loss Ben. End. For Each Person Premium Exp. And Inc. Loss Ben. End. For Each Person Premium Exp. And Inc. Loss Ben. Exp. And Inc. Loss Ben. End. For Each Person Premium Exp. And Inc. Exp. And Inc. Loss Ben. End. For Each Person Premium Exp. And Inc. E	23				2	1.000	1.	000			7398	22	2,700			
Covered Auto No. Covered Auto No. Covered Auto No. Covered No.	24	LOCAL	s	30,000	4	1.100	0.	750			31499	87	7,758			
Covered Auto No. Limit Premium Limit Exp. And Inc. Loss Ben. End. For Each Person Premium End. For Each Person End. For Each Person Premium End. For Each Person End. For Each Person Premium End. For Each Person End. For Each Person Premium End. For Each Person End. For Each Person Premium End. For Each Person End. For Each Person Premium End. For Each Person End. For Each Person Premium End. For Each Person End. For Each Person Premium End. For Each Person End. For Each Person Premium End. For Each Person End. For Each Person Premium End. For Each Person End. For Each Person End. For Each Person Premium End. For Each Person End. For Each																
Auto No. Limit (in thousands) Premium Limit Premium Limit Stated In Each Med. Exp. And Inc. Loss Ben. End. For Each Person Premium 19 1,000 1,015.00 5,000 34.00 20 1,000 1,015.00 5,000 34.00 21 1,000 1,015.00 5,000 34.00 22 1,000 1,624.00 5,000 58.00 23 1,000 1,155.00 5,000 34.00 24 1,000 1,495.00 5,000 70.00 Premium 27,087.00 1,076.00 UNINSURED/UNDERINSURED Covered Auto No. PRESONAL INJURY PROTECTION P.P.I. (Mich, Only) UNINSURED/UNDERINSURED Limit stated in each P.I.P. end. Premium Premium UM UM 19 1,000 329.00 X X 20 1,000 329.00 X X 21 1,000 329.00 X X 22 1,000 329.00 X X 2		LIABILITY				AUTO. MED. M				IEDICAL EXPENSE AND INCOME LOSS						
No. (in thousands)			T							,						
19				Premium		Limit		Premium Exp					Premium			
20	140.	(111 11100	(iii tiiousaiius)								•			i ioiiliuiii		
21	19	1,000		1,015.00	5,000			34.00								
22	20	1,000 1,015.00		1	5,000			34.00								
23	21	1,000 1,015.00		1	5,000			34.00								
Total Premium 27,087.00 1,076.00 1,076.00	22		1,000 1,624.00		1	5,000			58.00							
Total Premium PERSONAL INJURY PROTECTION P.P.I. (Mich, Only) UNINSURED/UNDERINSURED	23	1,000 1,015.00		1	5,000 34.00											
Premium	24		1,000	1,495.00	1	5,000			70.00							
Covered Auto No.		27,087.00			1,076.00											
Auto No. Limit stated in each P.I.P. end. Premium Limit stated in each P.P.I. end. Premium Limit (in thousands) Premium UM UIM 19 1,000 329.00 X X 20 1,000 329.00 X X 21 1,000 329.00 X X 22 1,000 229.00 X X 23 1,000 329.00 X X 24 1,000 229.00 X X Total 6,696.00 C 6,696.00 C		PERSONAL INJURY PROTECTION				P.P.I. (Mich, Only)					UNINSURED/UNDERINSURED					
No. end. Premium Premium (in thousands) Premium OM OIM 19 1,000 329.00 X X 20 1,000 329.00 X X 21 1,000 329.00 X X 22 1,000 229.00 X X 23 1,000 329.00 X X 24 1,000 229.00 X X Total 6,696.00 6,696.00 A A		Limit stated in each PIP		Limit	Limit stated in each			Limit				1115.4				
20		en	ıd.	Premium				Premium		(in th		Pr				
21											1,000		329.00) X	х	
1,000 229.00 X X											1,000		329.00) X	х	
23 1,000 329.00 X X 24 1,000 229.00 X X Total 6,696.00										· · · · · · · · · · · · · · · · · · ·			329.0	х	х	
24 1,000 229.00 X X Total 6,696.00														_		
Total 6 696 00													329.00) X	х	
											1,000		229.00	x	х	
												6,	696.00	0		

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POLICY NUMBER: PHPK1972850

SCHEDULE OF COVERED AUTOS YOU OWN (Cont'd)

Covered	COMPRE	HENSIVE	SPEC. CAUSES OF LOSS	COLLISION	
Auto No.	Deductible	Premium	Premium	Deductible	Premium
19	500	166.0	0	1,000	424.00
20	500	148.0	0	1,000	402.00
21	500	132.0	0	1,000	382.00
22	500	140.0	0	1,000	202.00
23	500	148.0	0	1,000	402.00
24	500	191.0	0	1,000	473.00
Total Premium		2,267.0	0		5,191.00
Covered		TOWING & LABO	PR	Except for towing all physical damage loss is	TOTAL
Auto No.	Limit per disab	lement	Premium	payable to you and the loss payee named below as interests may appear at the time of the loss.	Premium
19					1,968.00
20				See Schedule(s)	1,928.00
21					1,892.00
22					2,253.00
23					1,928.00
24					2,458.00
Total Premium					42,317.00

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POLICY NUMBER: PHPK1972850

SCHEDULE OF COVERED AUTOS YOU OWN

Covered			DESC	TERRITORY														
Auto		0	Year Model; Trac	de Name;	Body Type	е "	(1) (1)			Town or City & Zip where the Covered Auto will be principally garaged								
No. 25	2015 FORD		umber (S); Vehicl			iber (VIN)			102 Okla				0.0				
26		<u> </u>	RS Trailer,							102 Okla		- '						
						-45-	0010	40										
27 28			AL CORP Trai							102 Okla								
29			AL CORP Trai							102 Okla								
30	2005 GREA	T DANE TR	AILERS Trail			1506	0655			102 Okla		RCHASE		.05				
Covered Auto		Business Use	Size GVW. CGW	SIFICATI	1			0 0 0		+	PUI	KCHASE	טי					
No.	Radius of Operation	s = service r = retail	or Vehicle	Age Group	Primary Ra	ing Fac	ctor	Sec. Ratin	ig Factor	Code	Original Co	st New	Stated Am	ount				
	Орегация	c = comml.	Seating Capacity	Огоир	Liab.	Phy.	Dam.	Liab.	Phy. Dam.									
25	LOCAL		5	5	0.550	1.	200	-0.20		6481	29	,715						
26	LOCAL			12	0.100	0.	450			68499	25	,000						
27	LOCAL			12	0.100	0.	450			68499	25	5,000						
28	LOCAL			12	0.100	0.	450			68499	25	,000						
29	LOCAL			12	0.100	0.	450			68499	25	,000						
30	LOCAL			12	0.100	0.	450			68499	25	,000						
Total Premium																		
		LIABILITY	,		AUT	D.		ME	DICAL EXI				S					
Covered			ı								IEFITS (V	A ONLY)					
Auto No.	Lir (in thou		Premium		Limit		Dr.	emium		tated In Ear And Inc. Los			Premium	,				
140.	(111 11100	isarius)	Tremium		Limit		'''	Cilliani		For Each P			1 TCTTIIGH	1				
25		1,000	1,624.00	1	5,	000		58.00										
26		1,000	126.00	1	5,	000		7.00										
27		1,000	126.00	1	5,	000		7.00										
28		1,000	126.00	1	5,	000		7.00										
29		1,000	126.00		5,	000		7.00										
30		1,000	126.00	1	5,	000		7.00										
Total Premium			29,341.00				1,	169.00										
Covered	PERSON	NAL INJURY F	PROTECTION	T	P.P.I. (I	Mich,	Only))		UNINSU	RED/UND	FRINSI	IRFD					
Auto	Limit stated in			Limit	stated in e					Limit				11184				
No.	en	d.	Premium		P.P.I. end.		Pr	emium	(in th	nousands)	Pr	emium	UM	UIM				
25									1,000		229.0) X	х					
26									1,000		229.0) X	х					
27									1,000		229.0	x	х					
28									1,000		229.0	_	х					
29								1,000		229.0) X	х						
30						1,000 229.0		229.0	x	х								
Total Premium											8,	070.00	0					
-										Page	Q of	24	_					

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POLICY NUMBER: PHPK1972850

SCHEDULE OF COVERED AUTOS YOU OWN (Cont'd)

Covered	COMPRE	HENSIVE	SPEC. CAUSES OF LOSS	COLLISION	
Auto No.	Deductible	Premium	Premium	Deductible	Premium
25	500	154.0	00	1,000	240.00
26	500	38.0	00	1,000	45.00
27	500	38.0	00	1,000	45.00
28	500	38.0	00	1,000	45.00
29	500	38.0	00	1,000	45.00
30	500	38.0	00	1,000	45.00
Total Premium		2,611.0	00		5,656.00
Covered		TOWING & LAB	OR	Except for towing all physical damage loss is	TOTAL
Auto No.	Limit per disab	lement	Premium	payable to you and the loss payee named below as interests may appear at the time of the loss.	Premium
25					2,305.00
26				See Schedule(s)	445.00
27					445.00
28					445.00
29					445.00
30					445.00
Total Premium					46,847.00

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POLICY NUMBER: PHPK1972850

SCHEDULE OF COVERED AUTOS YOU OWN

Covered			DESC	TERRITORY												
Auto			Year Model; Trad						Town or City & Zip where the Covered Auto							
No.			umber (S); Vehicl			_ \				W	vill be prind	cipally ga	araged			
31			AILERS Trail							102 Okla						
32	2005 HYUN	IDAI STEEL	INDUST Trai	ller, 3	3H3V5320	C95T	1530	84		102 Okla	homa C	ity, O	K 731	05		
33			INDUST Trai							102 Okla		- '				
34			AILERS Trail							102 Okla				05		
35	2013 GREA	T DANE TR	AILERS Trail	ler, 10	GRAP062	7DD4	4858	6		102 Okla	homa C	ity, O	K 731	05		
36	2013 GREA	T DANE TR	AILERS Trail	ler, 10	GRAP0629	9DK2	3321		!	102 Okla	homa C	ity, O	K 731	05		
Covered			CLAS	SIFICAT	ION						PUF	RCHASE	D			
Auto	Radius of	Business Use s = service	Size GVW, CGW	Age	Primary Rat	ting Fac	ctor	Sec. Ratin	g Factor	0 - 1 -	0-1-11-0-	-4 NI	01-1-1 4 4			
No.	Operation	r = retail c = comml.	or Vehicle Seating Capacity	Group	Liab.	Phy.	Dam.	Liab.	Phy. Dam.	Code	Original Co	ost New	Stated Amo	ount		
31	LOCAL			12	0.100	0.	450			68499	25	,000				
32	LOCAL			12	0.100	0.	450			68499	25	,000				
33	LOCAL			8	0.100	0.	450			68499	25	,000				
34	LOCAL			11	0.100	0.	450			68499	25	,000				
35	LOCAL 7 0.100 0.450									68499	25	,000				
36	LOCAL			0.	450			68499	25	,000						
Total Premium																
Tromium		LIABILITY	<u> </u>		AUT	O. ME	ĒD.		ME	DICAL EXP	PENSE AI	ND INCO	ME LOS	s		
Covered											BENEFITS (VA ONLY) it Stated In Each Med.					
Auto No.	Lir		Premium							ated In Each			Premium			
INO.	(in thou	isarius)	Premium		Limit Premium					For Each P			Fielillulli			
31		1,000	126.00	1	5,	000		7.00								
32		1,000	126.00	1	5,	000		7.00								
33		1,000	126.00		5,	000		7.00								
34		1,000	126.00		5,	000		7.00								
35		1,000	126.00	1	5,	000		7.00								
36		1,000	126.00	1	5,	000		7.00								
Total Premium			30,097.00				1,	211.00								
Covered	PERSON	NAL INJURY F	ROTECTION		P.P.I. (I	Mich,	Only))		UNINSU	RED/UND	FRINSU	RFD			
Auto	Limit stated in	n each P.I.P.	D	Limit	stated in e	ach				Limit						
No.	en	ıd.	Premium		P.P.I. end.		Pre	emium	(in th	ousands)	Pre	emium	UM	UIM		
31										1,000		229.00) X	x		
32										1,000		229.00) X	х		
33										1,000		229.00		х		
34										1,000	_	229.00	_	х		
35										1,000		229.00) X	x		
36										1,000	00 229.00 X			х		
Total Premium											9,	444.00				
											Page :	11 of	24			

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POLICY NUMBER: PHPK1972850

SCHEDULE OF COVERED AUTOS YOU OWN (Cont'd)

Covered	COMPRE	HENSIVE	SPEC. CAUSES OF LOSS	COLLISION	
Auto No.	Deductible	Premium	Premium	Deductible	Premium
31	500	38.00		1,000	45.00
32	500	38.00		1,000	45.00
33	500	57.00		1,000	73.00
34	500	49.00		1,000	57.00
35	500	61.00		1,000	85.00
36	500	61.00		1,000	85.00
Total Premium		2,915.00			6,046.00
Covered		TOWING & LABOR	<u>.</u>	Except for towing all physical damage loss is	TOTAL
Auto No.	Limit per disab	lement	Premium	payable to you and the loss payee named below as interests may appear at the time of the loss.	Premium
31					445.00
32				See Schedule(s)	445.00
33					492.00
34					468.00
35					508.00
36					508.00
Total Premium					49,713.00

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POLICY NUMBER: PHPK1972850

SCHEDULE OF COVERED AUTOS YOU OWN

Covered	d DESCRIPTION										TERRITORY						
Auto			Year Model; Tra			9			Town or City & Zip where the Covered Auto								
No.		Serial N	umber (S); Vehic				VIN)		will be principally garaged								
37	2005 WABA	SH NATION	AL CORP Tra	iler,	1JJV532V	VX5L	9127	69	1	02 Okla	homa C	ity, O	K 731	05			
38	2010 WABA	SH NATION	AL CORP Tra	iler,	1JJV5321)5AL	4140	18	1	02 Okla	homa C	ity, O	K 731	05			
39	2013 VANG	UARD Trai	ler, 5V8C53	29DM30	6813				1	02 Okla	homa C	ity, O	K 731	05			
40	2013 GREA	T DANE TR	AILERS Trai	ler, 1	GRAP062	KDJ6	3825	4	1	02 Okla	homa C	ity, O	K 731	05			
41	2013 GREA	T DANE TR	AILERS Trai	ler, 1	GRAP0623	3DK2	3122	5	1	02 Okla	homa C	ity, O	K 731	05			
42	2013 GREA	T DANE TR	AILERS Trai	ler, 1	GRAP062	7DT5	8176	0	102 Oklahoma City, OK 73105								
Covered			CLAS	SIFICAT	ON				•		PUR	CHASE	D				
Auto No.	Radius of Operation	Business Use s = service r = retail	Size GVW, CGW or Vehicle	Age Group	Primary Rat	ting Fac	ctor	Sec. Ratin	g Factor	Code	Original Co	st New	Stated Amo	unt			
	Operation	c = comml.	Seating Capacity	Gloup	Liab.	Phy.	Dam.	Liab.	Phy. Dam.								
37	LOCAL			12						68499	25	,000					
38	LOCAL			10	0.100		450			68499		,000					
39	LOCAL			7 0.100 0.450						68499		,000					
40	LOCAL			7	0.100		450			68499		,000					
41	LOCAL			7	0.100		450			68499		,000					
42	LOCAL			7	7 0.100 0.450					68499	25						
Total Premium																	
Covered		LIABILITY	,		AUTO. MED. M						PENSE AN			S			
Auto No.	Lin (in thou		Premium		Limit		Pre	emium		ated In Ear	ch Med.		Premium				
37	(1,000	126.00							or Each P							
			126.00		· · · · · · · ·			7.00									
38 39		1,000				000		7.00	†								
40		1,000	126.00 126.00	_		000		7.00	ł								
41		1,000	126.00	_		000		7.00									
42		1,000	126.00			000		7.00									
Total		1,000	30,853.00		٠, ر	000	1	253.00									
Premium	PERSON	IAL INJURY F	•		P.P.I. (I	Mich	,			I IN IP 10:	DED/: 11:5	EDIN:0::	DED.				
Covered Auto	Limit stated in		ROTECTION	Limit	stated in e				1	UNINSU imit	RED/UND	ERINSU	KED T				
No.	en		Premium		P.P.I. end.	acii	Pre	emium		ousands)	Pre	emium	UM	UIM			
37										1,000		229.00) X	х			
38										1,000		229.00) X	х			
39										1,000		229.00) X	х			
40										1,000		229.00) X	Х			
41									1,000		229.0) X	Х			
42										1,000		229.00) X	Х			
Total Premium											818.00)					

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POLICY NUMBER: PHPK1972850

SCHEDULE OF COVERED AUTOS YOU OWN (Cont'd)

Covered	COMPRE	HENSIVE	SPEC. CAUSES OF LOSS	COLLISION					
Auto No.	Deductible	Premium	Premium	Deductible	Premium				
37	500	38.00)	1,000	45.00				
38	500	53.00)	1,000	62.00				
39	500	61.00)	1,000	85.00				
40	500	61.00)	1,000	85.00				
41	500	61.00)	1,000	85.00				
42	500	61.00)	1,000	85.00				
Total Premium		3,250.00)		6,493.00				
Covered		TOWING & LABOR	R	Except for towing all physical damage loss is	TOTAL				
Auto No.	Limit per disab	lement	Premium	payable to you and the loss payee named below as interests may appear at the time of the loss.	Premium				
37					445.00				
38				See Schedule(s)	477.00				
39					508.00				
40					508.00				
41					508.00				
42					508.00				
Total Premium					52,667.00				

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POLICY NUMBER: PHPK1972850

SCHEDULE OF COVERED AUTOS YOU OWN

No. Serial Number (S): Vehicle Identification Number (VIN) 102 Oklahoma City, OK 73109	Covered			DESC	TERRITORY													
43 2019 INTERNATIONAL 4000, 3HAMMMILH1752733 102 Oklahoma City, OK 73109			0					// . IN			Town or City & Zip where the Covered Auto							
44 2017 INTERNATIONAL 4000, 3HAMMMML4HL752733 102 Oklahoma City, OK 73109		2010 TNME						VIN)							2100			
45 2007 GREAT DANE TRAILERS Trailer, 1GRAA06277J619523 102 Oklahoma City, OK 73109													- '					
46 2009 GREAT DANE TRAILERS TRAILER, 1GRAA062297549016 1.02 Oklahoma City, OK 73109								1050										
47 2007 GREAT DANE TRAILERS Trailer, 1GRAA06217J619601 102 Oklahoma City, OK 73109																		
Auto No. Radius of Size GWN, Cow Siz																		
Covered Auto No. Radius of Operation Purchase Size GVW, CGW or Vehicle Seating Gapacity Count Co																		
Auto No. Radius of Operation See Service See See See Service See See See Service See See Service See See See See See See See See See		2007 GREA	T DANE TR				2756	1961	0		102 Okia				3109			
No. Radius of poperation Searching principle Search Capacity Search Capaci			Business Use	1	SIFICATI	1			0 5 :		+	l Pur	KCHASE	עב				
A			s = service	or Vehicle		Primary Ra	ing Fac	ctor	Sec. Ratin	g Factor	Code	Original Co	st New	Stated A	mount			
44		Operation		Seating Capacity	Group	Liab.	Phy.	Dam.	Liab.	Phy. Dam.								
45	43	LOCAL	S	30,000	1	1.100	0.	750			31499	124	,516					
A6	44	LOCAL	S	30,000	3	1.100	0.	750			31499	79	,642					
AT LOCAL S 12 1.000 1.000 01499 8,000	45	LOCAL	s	30,000	12	1.100	0.	750			31499	8	3,000					
A8	46	LOCAL	S		11	1.000	1.	000			01499	8	3,000					
Total Premium	47	LOCAL	S		12	1.000	1.	000			01499	8	3,000					
Covered Auto Limit Premium Limit Premium Limit Premium Limit Stated In Each Med. Exp. And Inc. Loss Ben. Premium End. For Each Person Premium End. For Each Person Premium End. For Each Person End	48	LOCAL	s		12	1.000	1.	000			01499	8	3,000					
Covered Auto Limit Limit Premium Limit Exp. And Inc. Loss Ben. End. For Each Person Premium Premium Exp. And Inc. Loss Ben. End. For Each Person Premium Exp. And Inc. Loss Ben. End. For Each Person Premium Exp. And Inc. Loss Ben. End. For Each Person Premium Exp. And Inc. Loss Ben. End. For Each Person Premium Exp. And Inc. Loss Ben. End. For Each Person Premium Exp. And Inc. Loss Ben. End. For Each Person Premium Exp. And Inc. Loss Ben. End. For Each Person Premium Exp. And Inc. Loss Ben. End. For Each Person Premium Exp. And Inc. Loss Ben. End. For Each Person Premium Premium Exp. And Inc. Loss Ben. End. For Each Person Premium Exp. And Inc. Loss Ben. End. For Each Person Premium Exp. And Inc. Loss Ben. End. For Each Person Premium Exp. And Inc. Loss Ben. End. For Each Person Premium Exp. And Inc. Loss Ben. End. For Each Person Premium Exp. And Inc. Loss Ben. End. For Each Person Premium Exp. And Inc. Loss Ben. End. For Each Person Premium Exp. And Inc. Loss Ben. End. For Each Person Premium Exp. And Inc. Loss Ben. End. For Each Person Premium Exp. And Inc. Loss Ben. End. Exp. And Inc. Loss Ben.																		
Auto No. Limit (in thousands) Premium Limit Stated In Each Med. Exp. And Inc. Loss Ben. End. For Each Person Premium 43 1,000 1,495.00 5,000 70.00 44 1,000 1,495.00 5,000 70.00 45 1,000 1,495.00 5,000 70.00 46 1,000 1,226.00 5,000 70.00 47 1,000 1,226.00 5,000 70.00 48 1,000 1,226.00 5,000 70.00 Personal Injury Protection P.P.I. (Mich, Only) UNINSURED/UNDERINSURED Limit stated in each P.I.P. end. Premium Limit stated in each P.I.P. lend. Premium Limit housands) Premium UM UIN 43 1,000 229.00 x x 1,000 229.00 x x 44 1,000 229.00 x x 1,000 229.00 x x 45 1,000 229.00 x x 1,000 229.00 x x			LIABILITY	,		AUT	O. ME	D.		MI					SS			
No. (in thousands) Premium Limit Premium Exp. And Inc. Loss Ben. End. For Each Person Premium				1									A ONLY	<u>') </u>				
A3				Premium		Limit			amium					Premii	m			
44	140.	(111 11100	isarias)	Tremium		Liiiii		''	Jiiidiii					1 TOTTIC				
45	43		1,000	1,495.00)	5,	000		70.00									
46	44		1,000	1,495.00)	5,	000		70.00									
A7	45		1,000	1,495.00)	5,	000		70.00									
Total Premium	46		1,000	1,226.00)	5,	000		70.00									
Total Premium 39,016.00 1,673.00	47		1,000	1,226.00)	5,	000		70.00									
Covered Auto No. Description Premium UM UIM	48		1,000	1,226.00)	5,	000		70.00									
Covered Auto No. PERSONAL INJURY PROTECTION P.P.I. (Mich, Only) UNINSURED/UNDERINSURED 43 Limit stated in each P.I.P. end. Premium Limit (in thousands) Premium UM UIN 43 1,000 229.00 X X 44 1,000 229.00 X X 45 1,000 229.00 X X 46 1,000 229.00 X X 47 1,000 229.00 X X 48 1,000 229.00 X X				39,016.00				1,	673.00									
Auto No. Limit stated in each P.I.P. end. Premium Limit stated in each P.I.P. (in thousands) Premium UM UIM 43 1,000 229.00 X X 44 1,000 229.00 X X 45 1,000 229.00 X X 46 1,000 229.00 X X 47 1,000 229.00 X X 48 1,000 229.00 X X		PERSON	NAL INJURY F	ROTECTION		P.P.I. (I	Mich,	Only)			UNINSU	RED/UND	ERINSL	JRED				
No. end. P.P.I. end. (in thousands) 43		Limit stated in	n each P.I.P.	Dromium	Limit	stated in e	ach	D	mium						1111/4			
44 1,000 229.00 x x 45 1,000 229.00 x x 46 1,000 229.00 x x 47 1,000 229.00 x x 48 1,000 229.00 x x		en	ıd.	Premium		P.P.I. end.		PI	emium	(in th								
45 1,000 229.00 x x x 46 1,000 229.00 x x x 47 1,000 229.00 x x x 48 1,000 229.00 x 20 1,000 229.00 x 1 1,000 229.00											_		-					
46 1,000 229.00 x x 47 1,000 229.00 x x 48 1,000 229.00 x x										1,000		229.0	0 X	х				
1,000 229.00 X X 48 1,000 229.00 X X										•								
48 1,000 229.00 X X																		
												_		_	_			
10tal 40 400 00											1,000				Х			
10tal 12,192.00																		

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POLICY NUMBER: PHPK1972850

SCHEDULE OF COVERED AUTOS YOU OWN (Cont'd)

Covered	COMPRE	HENSIVE	SPEC. CAUSES OF LOSS	COLLISION	
Auto No.	Deductible	Premium	Premium	Deductible	Premium
43	500	230.00)	1,000	671.00
44	500	201.00)	1,000	498.00
45	500	45.00)	1,000	27.00
46	500	76.00)	1,000	44.00
47	500	60.00)	1,000	35.00
48	500	60.00)	1,000	35.00
Total Premium		3,922.00)		7,803.00
Covered		TOWING & LABOR	₹	Except for towing all physical damage loss is	TOTAL
Auto No.	Limit per disab	lement	Premium	payable to you and the loss payee named below as interests may appear at the time of the loss.	Premium
43					2,695.00
44				See Schedule(s)	2,493.00
45					1,866.00
46					1,645.00
47		1			1,620.00
48					1,620.00
Total Premium					64,606.00

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POLICY NUMBER: PHPK1972850

SCHEDULE OF COVERED AUTOS YOU OWN

Covered	E OF COV	TERRITORY													
Auto			Year Model; Trad	RIPTION de Name						Town or C			Covered	Auto	
No.		Serial N	umber (S); Vehicl				√IN)		Town or City & Zip where the Covered Auto will be principally garaged						
49	2019 INTE	RNATIONAL	4000, 1HTM	MML8KI	H759598	,			1	21 Okla	homa Ci	ity, o	K 731	70	
50	2019 INTE	RNATIONAL	4000, 1HTM	IMM LXKI	H760137				1	21 Okla	homa Ci	ity, o	K 731	70	
51	2006 HYUN	DAI STEEL	INDUST TRA	ILER, 3	3H3V5320	296Т	1310	37	1	21 Okla	homa Ci	ity, o	K 731	70	
52	2013 VANG	UARD NATI	ONAL TRAILE	R, 5V8	VC5324DI	1306	850		1	02 Okla	homa Ci	ity, o	K 731	05	
53	2013 GREA	T DANE TR	AILER, 1GRAI	20620D	J637873					02 Okla				05	
54	2019 INTE	RNATIONAL	4000, 1HTM	MML6KI	1760135				1	02 Okla	homa Ci	ity, O	K 731	07	
Covered			CLAS	SIFICATI	ON						PUR	CHASE	D		
Auto No.	Radius of Operation	Business Use s = service r = retail	Size GVW, CGW or Vehicle	Age Group	Primary Rat	ting Fac	ctor	Sec. Ratin	g Factor	Code	Original Co	st New	Stated Amo	unt	
		c = comml.	Seating Capacity		Liab.		Dam.	Liab.	Phy. Dam.	01.100					
49	LOCAL	S	30,000	1	1.100		750			31499		,736			
50	LOCAL	S	30,000	1	1.100		750			31499		,736			
51	LOCAL			12 7	0.100		450			68499		,000			
52 53	LOCAL			7	0.100		450 450			68499 68499		,000			
53	LOCAL	s	30,000	1	1.100		750			31499		,957			
Total	LOCAL	<u> </u>	30,000		1.100	0.	750			31499	12	, 957			
Premium				_											
Covered		LIABILITY			AUTO. MED. M						PENSE AN IEFITS (V <i>i</i>			S	
Auto	Lin	nit			Limit						ch Med.	,			
No.	(in thou	sands)	Premium		Limit			emium		nd Inc. Los			Premium		
49		1,000	1,225.00	,	5,	000		57.00	-	For Each P	erson				
50		1,000	1,225.00	-	· · · · · · · ·	000		57.00							
51		1,000	103.00	_		000		6.00							
52		1,000	126.00)		000		7.00							
53		1,000	126.00		5,	000		7.00							
54		1,000	1,495.00		5,	000		70.00							
Total Premium			43,316.00				1,	877.00					_		
Covered	PERSON	NAL INJURY F	ROTECTION		P.P.I. (I	Mich,	Only)			UNINSU	RED/UND	ERINSU	RED		
Auto No.	Limit stated in		Premium		stated in e P.P.I. end.	ach	Pre	emium		imit ousands)		emium	UM	UIM	
49	0.1								(tire	1,000		229.00) x	х	
50										1,000		229.00) x	х	
51										1,000	229.0			х	
52									1,000		229.0) x	х	
53									1,000			229.00) X	х	
54									1,000 229.00 X				х		
Total Premium												566.00			

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POLICY NUMBER: PHPK1972850

SCHEDULE OF COVERED AUTOS YOU OWN (Cont'd)

Covered	COMPRE	HENSIVE	SPEC. CAUSES OF LOSS	COLLISION	
Auto No.	Deductible	Premium	Premium	Deductible	Premium
49	500	218.0	0	1,000	525.00
50	500	218.0	0	1,000	525.00
51	500	41.0	0	1,000	46.00
52	500	61.0	0	1,000	85.00
53	500	61.0	0	1,000	85.00
54	500	201.0	0	1,000	498.00
Total Premium		4,722.0	0		9,567.00
Covered		TOWING & LABO	R	Except for towing all physical damage loss is	TOTAL
Auto No.	Limit per disab	lement	Premium	payable to you and the loss payee named below as interests may appear at the time of the loss.	Premium
49					2,254.00
50				See Schedule(s)	2,254.00
51					425.00
52					508.00
53					508.00
54					2,493.00
Total Premium					73,048.00

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POLICY NUMBER: PHPK1972850

SCHEDULE OF COVERED AUTOS YOU OWN

Covered	<u> </u>	TERRITORY															
Auto			Year Model; Trad	RIPTION de Name:		е			Town or City & Zip where the Covered Auto								
No.		Serial N	umber (S); Vehicl				/IN)		will be principally garaged								
55	2019 INTE	ERNATIONAL	4000, 1HTM	MML5KI	1760210				:	L02 Okla	homa C	ity, O	K 731	07			
56	2019 INTE	ERNATIONAL	4000, 1HTM	MML0Ki	1760213					L02 Okla	homa C	ity, O	K 731	07			
57	2014 WABA	ASH NATION	AL CORP TRA	LER, 1	LJJV532I	OSEL	8127	17	:	L02 Okla	homa C	ity, O	K 731	62			
58	2017 WABA	ASH NATION	AL CORP TRA	[LER, 1	LJJV532I	DXHL(0262	89		l02 Okla	homa C	ity, O	к 731	62			
59	2018 FORD	ESCAPE,	1FMCU0F72JU	324475						102 Oklahoma City, OK 73108							
60	2018 FORE	ESCAPE,	1FMCU0F73JU	A09433					1	L02 Okla	homa C	ity, O	K 731	80			
Covered			CLAS	SIFICATI	ON		1				PUF	RCHASE	D				
Auto No.	Radius of	Business Use s = service	Size GVW, CGW or Vehicle	Age	Primary Rat	ting Fac	tor	Sec. Ratin	ng Factor	Code	Original Co	net New	Stated Amo	unt			
140.	Operation	r = retail c = comml.	Seating Capacity	Group	Liab.	Phy.	Dam.	Liab.	Phy. Dam.	Code	Original Oc	ot How	Ciaica / iiiic	unt			
55	LOCAL	s	30,000	1	1.100	0.	750			31499	72	957					
56	LOCAL	s	30,000	1	1.100	0.	750			31499	72	957					
57	LOCAL			6	0.100	0.	4 50			68499	28	,000					
58	LOCAL			3	3 0.100 0.450					68499		,000					
59				2						7398	23	8,850					
60				2	2 1.000 1.000				7398	23	8,850						
Total Premium																	
		LIABILITY	·		AUT	O. ME	D.	•	ME	DICAL EXP	_			S			
Covered	1:-	mit	I			T			Limit Ct	ated In Ea	EFITS (V	A ONLY)					
Auto No.		ısands)	Premium		Limit		Pre	emium		ated in Ear and Inc. Los			Premium				
	,	,								For Each P	erson						
55		1,000	1,495.00)	5,	000	70.00										
56		1,000	1,495.00	_	5,	000		70.00									
57		1,000	126.00	_		000		7.00									
58		1,000	126.00			000		7.00									
59		1,000	1,015.00	_	· ·	000		34.00									
60		1,000	1,015.00	•	5,	000		34.00				_					
Total Premium			48,588.00				2,	099.00									
Covered	PERSON	NAL INJURY F	PROTECTION		P.P.I. (I	Mich,	Only)			UNINSU	RED/UND	ERINSU	RED				
Auto	Limit stated i		Premium		stated in e	each	Pre	emium		_imit	Pre	emium	UM	UIM			
No. 55	er	ıa.		-	P.P.I. end.				(in th	ousands) 1,000		229.00) X	х			
56										1,000	_	229.00	_	x			
57												229.00	_	X			
58					+ +					1,000		229.00		X			
59										1,000				X			
60				+						1,000 329.00 X 1,000 329.00 X			x				
Total								1,000		140.00		A					
Premium										10,	140.00						

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POLICY NUMBER: PHPK1972850

SCHEDULE OF COVERED AUTOS YOU OWN (Cont'd)

Covered	COMPRE	HENSIVE	SPEC. CAUSES OF LOSS	COLLISION			
Auto No.	Deductible	Premium	Premium	Deductible	Premium		
55	500	201.00		1,000	498.00		
56	500	201.00		1,000	498.00		
57	500	74.00)	1,000	118.00		
58	500	92.00)	1,000	148.00		
59	500	148.00)	1,000	402.00		
60	500	148.00		1,000	402.00		
Total Premium		5,586.00			11,633.00		
Covered		TOWING & LABOR	?	Except for towing all physical damage loss is	TOTAL		
Auto No.	Limit per disab	lement	Premium	payable to you and the loss payee named below as interests may appear at the time of the loss.	Premium		
55					2,493.00		
56				See Schedule(s)	2,493.00		
57					554.00		
58					602.00		
59					1,928.00		
60					1,928.00		
Total Premium					83,046.00		

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POLICY NUMBER: PHPK1972850

SCHEDULE OF COVERED AUTOS YOU OWN

Covered	DESCRIPTION								TERRITORY					
Auto	Year Model; Trade Name; Body Type								Town or City & Zip where the Covered Auto will be principally garaged					
No. 61	Serial Number (S); Vehicle Identification Number (VIN) 2012 WABASH NATIONAL CORP TRAILER, 1JJV532D7CL727154								102 Okla				00	
62			AL CORP TRAI							102 Okla			K 731	
63 64			AL CORP TRAI		10075321)4CL/	/2/1	89		102 Okla 102 Okla				
65			DWX30559EB30							102 Okla				
66			1FTNE1YG4FF		0					102 Okla				
Covered	2015 FORE	TRANSII,		SIFICAT						TUZ OKIA		RCHASE		08
Auto		Business Use	Size GVW. CGW		Primary Rat	ing East	or	Sec. Ratir	a Factor		T	CHASE		
No.	Radius of Operation	s = service r = retail	or Vehicle	Age Group	Filliary Nat	ing race	OI .	Sec. Rail	ig i actor	Code	Original C	ost New	Stated Amo	unt
	·	c = comml.	Seating Capacity		Liab.	Phy. D	-	Liab.	Phy. Dam.					
61	LOCAL			8	0.100	0.4				68499		3,000		
62	LOCAL			8	0.100	0.4				68499		3,000		
63	LOCAL			8	0.100	0.4				68499		3,000		
64	LOCAL	S	5,000	12	1.000	1.0				01499		6,090		
65	LOCAL	S	5,000	11	1.000	1.0		0.15		01499		7,765		
66 Total	LOCAL		15	5	0.550	1.2	200	-0.15		6482	2	9,735		
Premium														
Cayarad	LIABILITY AUTO. MED. MEDICAL EXPENSE AND INCOME LOSS BENEFITS (VA ONLY)							S						
Covered Auto	Lir	mit				T			L imit S	tated In Ea		I)	
No.	(in thou		Premium		Limit		Pre	emium	Exp.	And Inc. Los	ss Ben.		Premium	
		1 000	100.00							For Each F	erson			
61		1,000	126.00			000		7.00	_					
62		1,000	126.00	-		000		7.00	+			_		
63		1,000	126.00	-		000		7.00	-			+		
64 65		1,000	1,226.00			000		70.00				+		
			,											
66 Total		1,000	1,856.00		5,0	000		67.00	_			-		
Premium			53,274.00					327.00						
Covered		NAL INJURY F	ROTECTION		P.P.I. (I		Only)		ļ		RED/UNI	DERINSU	RED	
Auto No.	Limit stated i		Premium		stated in e P.P.I. end.	ach	Pre	emium		Limit nousands)	Pı	emium	UM	UIM
61	OII	· · · · · · · · · · · · · · · · · · ·			Ond.				(1110	1,000		229.00) x	х
62										1,000	_	229.00) x	х
63									1	1,000		229.00		х
64										1,000		229.00		х
65										1,000	_	229.00	_	х
66										1,000		229.00	x (х
Total Premium										· ·		514.00)	
Fieliliulii												21 of		

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POLICY NUMBER: PHPK1972850

SCHEDULE OF COVERED AUTOS YOU OWN (Cont'd)

Covered	COMPREI	HENSIVE	SPEC. CAUSES OF LOSS	COLLISION			
Auto No.	Deductible	Premium	Premium	Deductible	Premium		
61	500	69.00		1,000	96.00		
62	500	69.00		1,000	96.00		
63	500	69.00		1,000	96.00		
64	500	103.00		1,000	132.00		
65	500	134.00		1,000	164.00		
66	500	154.00		1,000	240.00		
Total Premium		6,184.00			12,457.00		
Covered		TOWING & LABOR	•	Except for towing all physical damage loss is	TOTAL		
Auto No.	Limit per disabl	lement	Premium	payable to you and the loss payee named below as interests may appear at the time of the loss.	Premium		
61					527.00		
62				See Schedule(s)	527.00		
63					527.00		
64					1,760.00		
65					1,823.00		
66					2,546.00		
Total Premium					90,756.00		

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POLICY NUMBER: PHPK1972850

SCHEDULE OF COVERED AUTOS YOU OWN

No. Serial Number (S) Verial Montfer (S) Verials (Martine (Solt Number (No.)) Serial Number (S) Verials (Martine (No.)) Serial Number (S) Verials (Martine (No.)) Serial Number (No.) Serial Number (S) Verials (Martine (No.)) Serial Number (S) Verials (Martine (No.)) Serial Number (No.) Seri	Covered	DESCRIPTION							TERRITORY						
67 2016 DODGE GRAND CARAVAN, 2C4RDGCGGRIS2001 102 Oklahoma City, OK 73108 68 2018 FORD ESCAPE, IFMCUDF71JUD50359 102 Oklahoma City, OK 73108 69 2019 BUICK ENCORE, KL4CJASB6KB710326 102 Oklahoma City, OK 73108 70 2018 UTILITY Trailer 6X12, SUTB01220JM01020 102 Oklahoma City, OK 73107 71 2010 UTILITY Trailer 6X18, SBEBU1828AC156037 102 Oklahoma City, OK 73107 72 2009 UTILITY Trailer 6X18, SBEBU1828AC156037 102 Oklahoma City, OK 73107 73 2009 UTILITY Trailer 32X16, IBST8212991245316 102 Oklahoma City, OK 73107 74 2009 UTILITY Trailer 6X18, SBEBU1828AC156037 102 Oklahoma City, OK 73107 75 2009 UTILITY Trailer 6X18, SBEBU1828AC156037 102 Oklahoma City, OK 73107 76 2004 UTILITY Trailer 6X18, SBEBU1828AC156037 102 Oklahoma City, OK 73107 77 2005 UTILITY Trailer 6X18, SBEBU1828AC156037 102 Oklahoma City, OK 73107 78 2009 UTILITY Trailer 6X18, SBEBU1828AC156037 102 Oklahoma City, OK 73107 78 2009 UTILITY Trailer 6X18, SBEBU1828AC156037 102 Oklahoma City, OK 73107 79 2004		Year Model; Trade Name; Body Type													
68 2018 FORD ESCAPE, 1FMCU0F71JUD50359 102 Oklahoma City, OK 73108		2016 0000						VIN)							1100
69 2019 BUICK ENCORE, KL4CJASB6KB710326						5R15200.							- '		
70 2018 UTILITY Trailer 6X12, 50T8U1220JM010202 102 Oklahoma City, OK 73107 71 2010 UTILITY Trailer 6X18, 5BEBU1828AC156037 102 Oklahoma City, OK 73107 72 2009 UTILITY Trailer 6X18, 5BEBU1828AC156037 102 Oklahoma City, OK 73107 72 2009 UTILITY Trailer 6X18, 5BEBU1828AC156037 102 Oklahoma City, OK 73107 72 CASA															
71 2010 UTILITY Trailer 6X18, 5BEBUI828AC156037							20								
Total															
Covered Auto No. Purchase State Wilson State				•											-
Auto No. Radius of Operation Size GWN, CGW Size GWN, CGW F = retail Size GWN, CGWN, C		2009 UTII	ITY Trail	· · · · · · · · · · · · · · · · · · ·			316				102 Okla				3107
No.			Business Use		SIFICATI	1			0 5 "			l Pui	KCHASE	ט:	
Common C				or Vehicle		Primary Ra	ting Fac	ctor	Sec. Ratir	ng Factor	Code	Original C	ost New	Stated A	mount
Covered Auto No. Covered Auto No. Covered Auto No. Covered No.		Operation		Seating Capacity	Group	Liab.	Phy.	Dam.	Liab.	Phy. Dam.					
1 1.000 1.000 7398 24,600 70 1.002 1.000 7398 24,600 70 1.002 1.002 1.0000 1.0000 1.0000 1.0000 1.0000 1.0000 1.0000 1.0000 1.0000 1.0000 1.00	67	LOCAL		15	4	0.550	1.	200	-0.15		6482	28	8,295		
Total	68				2	1.000	1.	000			7398	23	3,850		
Total	69				1	1.000	1.	000			7398	24	4,600		
Total Premium	70	LOCAL			2	0.100					68499	8	8,000		
Total Premium	71	LOCAL			10	0.100					68499	8	8,000		
Covered Auto No. Covered Auto No. Covered Auto No. Covered Auto No. Covered Auto No. Covered No. Covere	72	LOCAL			11	0.100					68499	8	8,000		
Covered Auto No. Limit Premium Limit Premium Limit Expe. And Inc. Loss Ben. Premium End. For Each Med. Exp. And Inc. Loss Ben. End. For Each Med. Exp. And Inc. Loss Ben. End. For Each Person Premium End. For Each Person End. For Each Med. Exp. And Inc. Loss Ben. End. For Each Person End. For Each Med. Exp. And Inc. Loss Ben. End. For Each Med. Exp. And Inc. Loss Ben. End. For Each Med. Exp. And Inc. Loss Ben. End. For Each Med. Exp. And Inc. Loss Ben. End. For Each Med. Exp. And Inc. Loss Ben. End. For Each Med. Exp. And Inc. Loss Ben. End. For Each Med. Exp. And Inc. Loss Ben. End. For Each Med. Exp. And Inc. Loss Ben. End. For Each Med. Exp. And Inc. Loss Ben. End. For Each Med. Exp. And Inc. Loss Ben. End. For Each Med. Exp. And Inc. Loss Ben. End. For Each Med. Exp. And Inc. Loss Ben. End. For Each Med. Exp. And Inc. Loss Ben. End. For Each Med. Exp. And Inc. Loss Ben. End. For Each Person Ex															
Auto No. Limit (in thousands) Premium Limit Premium Limit Stated In Each Med. Exp. And Inc. Loss Ben. End. For Each Person Premium 67 1,000 1,856.00 5,000 67.00 68 1,000 1,015.00 5,000 34.00 70 1,000 126.00 5,000 7.00 71 1,000 126.00 5,000 7.00 72 1,000 126.00 5,000 7.00 Permium 57,538.00 2,483.00 VININSURED/UNDERINSURED Covered Auto No. PERSONAL INJURY PROTECTION P.P.I. (Mich, Only) UNINSURED/UNDERINSURED Limit stated in each P.I.P. end. Premium Limit stated in each P.I.P. (in thousands) Premium UM 67 1,000 229.00 X X 68 1,000 329.00 X X 69 1,000 329.00 X X 70 1,000 229.00 X X 71 1,000 229.00 X X			LIABILITY	,		AUT	O. ME	ED.		MI	EDICAL EXI	PENSE A	ND INC	OME LO	SS
No. (in thousands)				T				1					A ONLY)	
End. For Each Person				Premium		Limit		Dr.	amium					Premiu	m
Covered Auto No. Personal Injury Profession Premium Limit stated in each P.I.P. Premium Limit stated in each P.P.I. end. Premium Limit stated in each P.I.P. Premium Limit stated in each P.P.I. end. Premium Limit stated in each end.	140.	(111 11100	13a11a3)	Tromidin		Liiiii		'''	Ciliani					1 TOTTIO	
Covered Auto No. Personal Injury Protection Premium Limit stated in each P.P.P. end. Premium Limit stated in each P.P.P. end. Premium 1,000 329.00 x x 700 x 700 1,000 329.00 x x 700 1,000 229.00 x x 700 1,00	67		1,000	1,856.00)	5,	000		67.00						
Total	68		1,000	1,015.00)	5,	000		34.00						
Total	69		1,000	1,015.00)	5,	000		34.00						
Total Premium Fremium Fremiu	70		1,000	126.00)	5,	000		7.00						
Total Premium Fremium Fremiu	71		1,000	126.00)	5,	000		7.00						
Premium	72		1,000	126.00)	5,	000		7.00						
Covered Auto No. PERSONAL INJURY PROTECTION P.P.I. (Mich, Only) UNINSURED/UNDERINSURED 67 Limit stated in each P.I.P. end. Premium Limit (in thousands) Premium UM UIM 68 1,000 329.00 X X 69 1,000 329.00 X X 70 1,000 329.00 X X 71 1,000 229.00 X X 72 1,000 229.00 X X Total 1,000 229.00 X X				57,538.00				2,	483.00						
Auto No. Limit stated in each P.I.P. end. Premium Limit stated in each P.I.P. (in thousands) Premium UM UIM (in thousands) Premium UM UIM (in thousands) Premium UM UIM (in thousands) VIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII		PERSON	NAL INJURY F	PROTECTION		P.P.I. (I	Mich,	Only)	1		UNINSU	RED/UNI	DERINSI	JRED	
NO. end. P.P.I. end. (in thousands) 67 1,000 229.00 x 68 1,000 329.00 x 69 1,000 329.00 x 70 1,000 229.00 x 71 1,000 229.00 x 72 1,000 229.00 x Total 18,089.00		Limit stated i	n each P.I.P.	Drowing	Limit			T T		1					1 118.4
68		en	nd.	Fieliliulii		P.P.I. end.		PI	-::iiulii	(in th					
69										<u> </u>					_
70														_	_
71										ļ					
72 1,000 229.00 X X	_									<u> </u>				_	
Total 19 099 00										<u> </u>					
											1,000				х
												18,	088.0	0	

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POLICY NUMBER: PHPK1972850

SCHEDULE OF COVERED AUTOS YOU OWN (Cont'd)

Covered	COMPREI	HENSIVE	SPEC. CAUSES OF LOSS	COLLISION			
Auto No.	Deductible	Premium	Premium	Deductible	Premium		
67	500	163.00)	1,000	252.00		
68	500	148.00		1,000	402.00		
69	500	148.00)	1,000	424.00		
70							
71							
72							
Total Premium		6,643.00)		13,535.00		
Covered		TOWING & LABOR	?	Except for towing all physical damage loss is	TOTAL		
Auto No.	Limit per disabl	lement	Premium	payable to you and the loss payee named below as interests may appear at the time of the loss.	Premium		
67					2,567.00		
68				See Schedule(s)	1,928.00		
69					1,950.00		
70					362.00		
71					362.00		
72					362.00		
Total Premium					98,287.00		

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Policy Number: PHPK1972850

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums

<u>Coverage</u>	State	Cost of Hire	Deductible	Rate	Pre	<u>emium</u>
Liability Coverage	ОК	5,000		2.47800	\$	124
Physical Damage - Comp	ОК	5,000	100	1.04400	\$	52
Physical Damage - Collision	OK	5,000	1,000	1.44700	\$	72
			Total Pr	emium -	\$	248

PI-HS-003D (07/04)

PHILADELPHIA INDEMNITY INSURANCE COMPANY

HUMAN SERVICES ORGANIZATION PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS

POLICY NO. PHPK1972850 Effective Date: 05/01/2019 12:01 A.M. Standard Time

LIMITS OF INSURANCE		
AGGREGATE LIMIT	\$	3,000,000
EACH PROFESSIONAL INCIDENT LIMIT	\$	1,000,000
BUSINESS DESCRIPTION		
Form of Business: NON PROFIT ORGANIZATION Business Description: Non Profit Organization		
PREMIUM: \$ 4,470.00		
FORMS AND ENDORSEMENTS (Other than Applicable Form	ns and E	ndorsements Shown Elsewhere in the Policy)
Forms and Endorsements Applying to this Coverage Part and	Made Pa	art of this Policy at Time of Issue:
SEE SCHEDULE		
THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CO	ONTAINING	G THE NAME OF THE INSURED AND THE POLICY PERIOD.

Philadelphia Indemnity Insurance Company

Form Schedule – Professional Liability

Policy Number: PHPK1972850

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
PI-HS-003D	0704	Human Services Org Professional Liability Cov Part Dec
PI-ARB-2	0403	Non-Binding Arbitration
PI-HS-003	0704	Human Services Organization Professional Liability Cov
PI-HS-024	0418	Amendment Of Excl - Prescription/Nonprescription Drugs
PI-HS-OK-1	0704	Oklahoma Changes - Cancellation and Nonrenewal

PI-SO-008D (11-98)

POLICY DECLARATIONS PAGE SEXUAL OR PHYSICAL ABUSE OR MOLESTATION VICARIOUS LIABILITY COVERAGE FORM

PLEASE READ THIS POLICY CAREFULLY.

POLICY NO. PHPK1972850 Effective date: 05/01/2019 12:01 A.M. Standard Time

AGGREGATE LIMIT \$ 3,000,000

EACH ABUSIVE CONDUCT LIMIT \$ 1,000,000

BUSINESS DESCRIPTION

Form of Business: NON PROFIT ORGANIZATION
Business Description: Non Profit Organization

FORMS AND ENDORSEMENTS (Other than Applicable Forms and Endorsements Shown Elsewhere in the Policy)

Forms and Endorsements Applying to this Coverage Part and Made Part of this Policy at Time of Issue:

SEE SCHEDULE

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

Philadelphia Indemnity Insurance Company

Form Schedule – Sexual or Physical Abuse or Molestation

Policy Number: PHPK1972850

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
PI-SO-008D	1198	Policy Dec - Sexual or Physical Abuse or Molestation
PI-ARB-2	0403	Non-Binding Arbitration
PI-SO-008	0199	Sexual or Physical Abuse or Molest Liab - Occurrence
PI-SO-013	0205	Employee Defense Coverage

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. BELL ENDORSEMENT



A Member of the Tokio Marine Group

One Bala Plaza, Suite 100 Bala Cynwyd, Pennsylvania 19004 610.617.7900 Fax 610.617.7940 PHLY.com

Unless otherwise stated herein, the terms, conditions, exclusions and other limitations set forth in this endorsement are solely applicable to coverage afforded by this endorsement, and the policy is amended as follows:

I. SCHEDULE OF ADDITIONAL COVERAGES AND LIMITS

The following is a summary of Limits of Liability or Limits of Insurance and/or additional coverages provided by this endorsement. This endorsement is subject to the provisions of the policy to which it is attached.

COVERAGE	LIMITS OF INSURANCE
Business Travel Accident Benefit	\$50,000
Conference Cancellation	\$25,000
Donation Assurance	\$50,000
Emergency Real Estate Consulting Fee	\$50,000
Fundraising Event Blackout	\$25,000
Identity Theft Expense	\$50,000
Image Restoration and Counseling	\$50,000
Key Individual Replacement Expenses	\$50,000
Kidnap Expense	\$50,000
Political Unrest	\$5,000 per employee: \$25,000 policy limit
Temporary Meeting Space Reimbursement	\$25,000
Terrorism Travel Reimbursement	\$50,000
Travel Delay Reimbursement	\$1,500
Workplace Violence Counseling	\$50,000

II. CONDITIONS

A. Applicability of Coverage

Coverage provided by your policy and any endorsements attached thereto is amended by this endorsement where applicable.

B. Limits of Liability or Limits of Insurance

- 1. When coverage is provided by this endorsement and another coverage form or endorsement attached to this policy, the greater limits of liability or limits of insurance will apply. In no instance will multiple limits apply to coverages which may be duplicated within this policy. Additionally, if this policy and any other coverage part or policy issued to you by us, or any company affiliated with us, apply to the same occurrence, offense, wrongful act, accident or loss, the maximum limits of liability or limits of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limits of liability or limits of insurance under any one coverage part or policy.
- Limits of liability or limits of insurance identified in Section I. SCHEDULE OF ADDITIONAL COVERAGES AND LIMITS above are not excess of, but are in addition to the applicable Limits of Liability or Limits of Insurance stated in the Declarations.

C. Claim Expenses

Coverages provided herein are not applicable to the generation of claim adjustment costs by you; such as fees you may incur by retaining a public adjuster or appraiser.

III. ADDITIONAL COVERAGES

A. Business Travel Accident Benefit

We will pay a Business Travel Accident Benefit to the insured if a director or officer suffers injury or death while traveling on a common carrier for your business during the policy period.

For the purpose of Business Travel Accident Benefit coverage, injury means:

- 1. Physical damage to the body caused by violence, fracture, or an accident that results in loss of life not later than one hundred eighty (180) days after the policy expiration, the date of cancellation or the date of non-renewal;
- 2. Accidental loss of limbs or multiple fingers;
- **3.** Total loss of sight, speech or hearing.

The limit of insurance for this coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

The Business Travel Accident Benefit shall not be payable if the cause of the injury was:

- 1. An intentional act by the insured;
- 2. An act of suicide or attempted suicide:
- 3. An act of war; or
- 4. A disease process.

B. Conference Cancellation

We will reimburse the insured for any business-related conference expenses, paid by the insured and not otherwise reimbursed, for a canceled conference that an employee was scheduled to attend. The cancellation must be due directly to a "natural catastrophe" or a "communicable disease" outbreak that forces the cancellation of the conference.

With respect to a conference cancellation claim, it is further agreed as follows:

- 1. The insured employee must have registered for the conference at least thirty (30) days prior to the cancellation; and
- 2. The cancellation must be ordered by a local, state or federal Board of Health or other governmental authority having jurisdiction over the location of the conference.

The limit of insurance for this coverage is \$25,000 per policy period for all insureds combined. No deductible applies to this coverage.

C. Donation Assurance

If the insured is a 501(c)(3) status non-profit organization as defined in the United States Internal Revenue Code, we will reimburse the insured for "failed donation claim(s)."

With respect to any "failed donation claim," it is further agreed as follows:

- 1. The donor must not have been in bankruptcy, nor have filed for bankruptcy or reorganization in the past seven (7) years prior to the time said pledge was made to the insured:
- 2. For non-cash donations, our payment of a "failed donation claim" shall be based on the fair market value of said non-cash donation at the time of the "failed donation claim";
- 3. In the case of unemployment or incapacitation of a natural person donor and as a condition of payment of the "failed donation claim":
 - a. Neither the natural person donor nor the insured shall have had reason to believe the donor would become unemployed or incapacitated subsequent to the donation date; and
 - **b.** The donor shall be unemployed for at least sixty (60) days prior to a claim being submitted by the insured;
- **4.** No coverage shall be afforded for a written pledge of funds or other measurable, tangible property to the insured dated prior to the policy period; and
- **5.** A donation amount which is to be collected by the insured over more than a twelve (12) month period shall be deemed a single donation.

The limit of insurance for this coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

D. Emergency Real Estate Consulting Fee

We will reimburse the insured any realtor's fee or real estate consultant's fee necessitated by the insured's need to relocate due to the "unforeseeable destruction" of the insured's "principal location" listed in the Declarations during the policy period. The limit of insurance for this

coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

E. Fundraising Event Blackout

We will reimburse the insured for "fundraising expenses" that are incurred due to the cancellation of a fundraising event caused by the lack of electric supply resulting in a power outage, provided the fundraising event is not re-scheduled. The fundraising event must have been planned at least thirty (30) days prior to the power outage. The limit of insurance for this coverage is \$25,000 per policy period for all insureds combined. No deductible applies to this coverage.

F. Identity Theft Expense

We will reimburse any present director or officer of the named insured for "identity theft expenses" incurred as the direct result of any "identity theft" first discovered and reported during the policy period; provided that it began to occur subsequent to the effective date of the insured's first policy with us. The limit of insurance for this coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

G. Image Restoration and Counseling

We will reimburse the insured for expenses incurred for image restoration and counseling arising out of "improper acts" by any natural person.

Covered expenses are limited to:

- 1. The costs of rehabilitation and counseling for the accused natural person insured, provided the natural person insured is not ultimately found guilty of criminal conduct; this reimbursement to occur after acquittal of the natural person insured;
- 2. The costs charged by a recruiter or expended on advertising, for replacing an officer as a result of "improper acts"; and
- **3.** The costs of restoring the named insured's reputation and consumer confidence through image consulting.

The limit of insurance for this coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

H. Key Individual Replacement Expenses

We will pay "key individual replacement expenses" if the Chief Executive Officer or Executive Director suffers an "injury" during the policy period which results in the loss of life during the policy period. The limit of insurance for this coverage is the lesser of \$50,000 or ten (10) times the annual premium paid for this policy. No deductible applies to this coverage.

I. Kidnap Expense

We will pay on behalf of any director or officer of the insured, reasonable fees incurred as a result of the kidnapping of them or their spouse, "domestic partner," parent or child during the policy period. Coverage will not apply to any kidnapping by or at the direction of any present or former family member of the victim.

Reasonable fees will include:

- 1. Fees and costs of independent negotiators;
- 2. Interest costs for any loan from a financial institution taken by you to pay a ransom demand or extortion threat;
- 3. Travel costs and accommodations incurred by the named insured;
- **4.** Reward money paid to an informant which leads to the arrest and conviction of parties responsible for loss covered under this insurance; and
- **5.** Salary, commissions and other financial benefits paid by you to a director or officer. Such compensation applies at the level in effect on the date of the kidnap and ends upon the earliest of:
 - **a.** Up to thirty (30) days after their release, if the director or officer has not yet returned to work;
 - **b.** Discovery of their death;
 - **c.** One hundred twenty (120) days after the last credible evidence following abduction that they are still alive; or
 - d. Twelve (12) months after the date of the kidnapping.

The limit of insurance for this coverage is \$50,000 each policy period for all insureds combined. No deductible applies to this coverage.

J. Political Unrest Coverage

We will reimburse any present director, officer, employee or volunteer of the named insured while traveling outside the United States of America for "emergency evacuation expenses" that are incurred as a result of an incident of "political unrest." This "political unrest" must occur during the policy period. No coverage is granted for travel to countries in a state of "political unrest" at the time of departure of the travel. The limit of insurance for this coverage is \$5,000 per covered person, subject to a maximum of \$25,000 per policy period for all insureds combined. No deductible applies to this coverage.

K. Temporary Meeting Space Reimbursement

We will reimburse the insured for rental of meeting space which is necessitated by the temporary unavailability of the insured's primary office space due to the failure of a climate control system, or leakage of a hot water heater during the policy period. Coverage will exist only for the renting of temporary meeting space required for meeting with parties who are not insured under this policy. The limit of insurance for this coverage is \$25,000 per policy period for all insureds combined. No deductible applies to this coverage.

L. Terrorism Travel Reimbursement

We will reimburse any present director or officer of the named insured in the event of a "certified act of terrorism" during the policy period which necessitates that he/she incurs "emergency travel expenses." The limit of insurance for this coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

M. Travel Delay Reimbursement

We will reimburse any present director or officer of the named insured for any "non-reimbursable expenses" they incur as a result of the cancellation of any regularly scheduled business travel on a common carrier. The limit of insurance for this coverage is \$1,500 per policy period for all insureds combined. A seventy-two (72) hour waiting period deductible applies to this coverage.

N. Workplace Violence Counseling

We will reimburse the insured for emotional counseling expenses incurred directly as a result of a "workplace violence" incident at any of the insured's premises during the policy period. The emotional counseling expenses incurred must have been for:

- 1. Your employees who were victims of, or witnesses to the "workplace violence";
- 2. The spouse, "domestic partner," parents or children of your employees who were victims of, or witnesses to the "workplace violence"; and
- 3. Any other person or persons who directly witnessed the "workplace violence" incident.

The limit of insurance for this coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

IV. DEFINITIONS

For the purpose of this endorsement, the following definitions apply:

- A. "Certified act of terrorism" means any act so defined under the Terrorism Risk Insurance Act, and its amendments or extensions.
- **B.** "Communicable disease" means an illness, sickness, condition or an interruption or disorder of body functions, systems or organs that is transmissible by an infection or a contagion directly or indirectly through human contact, or contact with human fluids, waste, or similar agent, such as, but not limited to Meningitis, Measles or Legionnaire's Disease.
- **C.** "Domestic partner" means any person who qualifies as a domestic partner under the provisions of any federal, state or local statute or regulation, or under the terms and provisions of any employee benefit or other program established by the named insured.
- **D.** "Emergency evacuation expenses" mean:
 - 1. Additional lodging expenses;
 - 2. Additional transportation costs;
 - **3.** The cost of obtaining replacements of lost or stolen travel documents necessary for evacuation from the area of "political unrest"; and
 - **4.** Translation services, message transmittals and other communication expenses.

provided that these expenses are not otherwise reimbursable.

E. "Emergency travel expenses" mean:

- 1. Hotel expenses incurred which directly result from the cancellation of a scheduled transport by a commercial transportation carrier, resulting directly from and within forty-eight (48) hours of a "certified act of terrorism"; and
- 2. The increased amount incurred which may result from re-scheduling comparable transport, to replace a similarly scheduled transport canceled by a commercial transportation carrier in direct response to a "certified act of terrorism";

provided that these expenses are not otherwise reimbursable.

- F. "Failed donation claim" means written notice to the insured during the policy period of:
 - 1. The bankruptcy or reorganization of any donor whereby such bankruptcy or reorganization prevents the donor from honoring a prior written pledge of funds or other measurable, tangible property to the insured; or
 - 2. The unemployment or incapacitation of a natural person donor preventing him/her from honoring a prior written pledge of funds or other measurable, tangible property to the insured.
- **G.** "Fundraising expenses" mean deposits forfeited and other charges paid by you for catering services, property and equipment rentals and related transport, venue rentals, accommodations (including travel), and entertainment expenses less any deposits or other fees refunded or refundable to you.
- H. "Identity theft" means the act of knowingly transferring or using, without lawful authority, a means of identification of any director or officer (or spouse or "domestic partner" thereof) of the named insured with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.
- I. "Identity theft expenses" mean:
 - 1. Costs for notarizing affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies;
 - 2. Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors; and
 - **3.** Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.
- J. "Improper acts" means any actual or alleged act of:
 - 1. Sexual abuse;
 - 2. Sexual intimacy;
 - 3. Sexual molestation; or
 - 4. Sexual assault;

committed by an insured against any natural person who is not an insured. Such "improper acts" must have been committed by the insured while in his or her capacity as an insured.

K. "Injury" whenever used in this endorsement, other than in Section III. A. Business Travel,

means any physical damage to the body caused by violence, fracture or an accident.

- L. "Key individual replacement expenses" mean the following necessary expenses:
 - 1. Costs of advertising the employment position opening;
 - 2. Travel, lodging, meal and entertainment expenses incurred in interviewing job applicants for the employment position opening; and
 - 3. Miscellaneous extra expenses incurred in finding, interviewing and negotiating with the job applicants, including, but not limited to, overtime pay, costs to verify the background and references of the applicants and legal expenses incurred to draw up an employment contract.
- **M.** "Natural catastrophe" means hurricane, tornado, earthquake or flood.
- **N.** "Non-reimbursable expenses" means the following travel-related expenses incurred after a seventy-two (72) hour waiting period, beginning from the time documented on the proof of cancellation, and for which your director or officer produces a receipt:
 - 1. Meals and lodging;
 - 2. Alternative transportation;
 - 3. Clothing and necessary toiletries; and
 - **4.** Emergency prescription and non-prescription drug expenses.
- O. "Political unrest" means:
 - 1. A short-term condition of disturbance, turmoil or agitation within a foreign country that poses imminent risks to the security of citizens of the United States;
 - **2.** A long-term condition of disturbance, turmoil or agitation that makes a foreign country dangerous or unstable for citizens of the United States; or
 - **3.** A condition of disturbance, turmoil or agitation in a foreign country that constrains the United States Government's ability to assist citizens of the United States, due to the closure or inaccessibility of an embassy or consulate or because of a reduction of its staff

for which either an alert or travel warning has been issued by the United States Department of State.

- **P.** "Principal location" means the headquarters, home office or main location where most business is substantially conducted.
- **Q.** "Unforeseeable destruction" means damage resulting from a "certified act of terrorism," fire, collision or collapse which renders all of the insured's "principal locations" completely unusable.
- **R.** "Workplace violence" means any intentional use of or threat to use deadly force by any person with intent to cause harm and that results in bodily "injury" or death of any person while on the insured's premises.

PI-CME-1 (10/09)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CRISIS MANAGEMENT ENHANCEMENT ENDORSEMENT

Unless otherwise stated herein, the terms, conditions, exclusions and other limitations set forth in this endorsement are solely applicable to coverage afforded by this endorsement, and the policy is amended as follows:

Solely for the purpose of this endorsement: 1) The words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. 2) The words "we," "us" and "our" refer to the company providing this insurance.

I. SCHEDULE OF ADDITIONAL COVERAGE AND LIMITS

The following is the Limit of Liability provided by this endorsement. This endorsement is subject to the provisions of the policy to which it is attached.

Crisis Management Expense

\$25,000

II. CONDITIONS

A. Applicability of Coverage

Coverage provided by your policy and any endorsements attached thereto is amended by this endorsement where applicable. All other terms and conditions of the policy or coverage part to which this endorsement is attached remain unchanged.

B. Limits of Liability or Limits of Insurance

When coverage is provided by this endorsement and any other coverage form or endorsement attached to this policy, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Liability or Limit of Insurance.

C. Claim Expenses

Coverages provided herein are not applicable to the generation of claim adjustment costs by you; such as fees you may incur by retaining a public adjuster or appraiser.

III. ADDITIONAL COVERAGES

- A. We will reimburse you for "crisis management emergency response expenses" incurred because of an "incident" giving rise to a "crisis" to which this insurance applies. The amount of such reimbursement is limited as described in Section II. CONDITIONS, B. Limits of Liability or Limits of Insurance. No other obligation or liability to pay sums or perform acts or services is covered.
- **B.** We will reimburse only those "crisis management emergency response expenses" which are incurred during the policy period as shown in the Declarations of the policy to which this coverage is attached and reported to us within six (6) months of the date the "crisis" was initiated.

PI-CME-1 (10/09)

IV. DEFINITIONS

- **A.** "Crisis" means the public announcement that an "incident" occurred on your premises or at an event sponsored by you.
- **B.** "Crisis management emergency response expenses" mean those expenses incurred for services provided by a "crisis management firm." However, "crisis management emergency response expenses" shall not include compensation, fees, benefits, overhead, charges or expenses of any insured or any of your employees, nor shall "crisis management emergency response expenses" include any expenses that are payable on your behalf or reimbursable to you under any other valid and collectible insurance.
- **C.** "Crisis management firm" means any service provider you hire that is acceptable to us. Our consent will not be unreasonably withheld.
- **D.** "Incident" means an accident or other event, including the accidental discharge of pollutants, resulting in death or serious bodily injury to three or more persons.
- **E.** "Serious bodily injury" means any injury to a person that creates a substantial risk of death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

IL 00 17 11 98

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

- The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- 2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - **b.** 30 days before the effective date of cancellation if we cancel for any other reason.
- We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- **4.** Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- **6.** If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

- 1. We have the right to:
 - a. Make inspections and surveys at any time;

- Give you reports on the conditions we find; and
- c. Recommend changes.
- 2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
- Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
- 4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

- Is responsible for the payment of all premiums; and
- Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

IL 00 21 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

- **1.** The insurance does not apply:
 - A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - **B.** Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

- **C.** Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazard-ous properties" of "nuclear material", if:
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
- **2.** As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

Page 2 of 2

IL 01 74 07 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OKLAHOMA CHANGES – APPRAISAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART COMMERCIAL PROPERTY COVERAGE PART FARM COVERAGE PART

A. Except as provided in **B.** below, the **Appraisal** Condition is replaced by the following:

APPRAISAL

If we and you disagree on the value of the property or the amount of loss ("loss"), either party may make written demand for an appraisal of the loss. In this event, only the party which demanded the appraisal will be bound by the results of that appraisal.

Each party will select a competent and impartial appraiser and notify the other of the appraiser selected within 20 days after the written demand for an appraisal has been made. The two appraisers will select an umpire. If they cannot agree upon an umpire within 15 days, then, at the request of either you or us, and after notice of hearing to the nonrequesting party by certified mail, selection of the umpire will be made by a judge of a district court in the county where the loss ("loss") occurred. The appraisers will state separately the value of the property and amount of loss ("loss"). If the appraisers submit a written report of agreement to us, the amounts agreed upon will be the value of the property and the amount of loss ("loss") and will be binding on the party which demanded the appraisal. If the appraisers fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding on the party which demanded the appraisal. Each party will:

- a. Pay its chosen appraiser; and
- **b.** Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

- **B.** The **Appraisal** Condition in the:
 - Business Income Coverage Form (And Extra Expense) CP 00 30;

- 2. Business Income Coverage Form (Without Extra Expense) CP 00 32; and
- Capital Assets Program Coverage Form (Output Policy), OP 00 01, Paragraph A.7. Business Income And Extra Expense

is replaced by the following:

APPRAISAL

If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either party may make written demand for an appraisal of the loss. In this event, only the party which demanded the appraisal will be bound by the results of that appraisal.

Each party will select a competent and impartial appraiser and notify the other of the appraiser selected within 20 days after the written demand for an appraisal has been made. The two appraisers will select an umpire. If they cannot agree upon an umpire within 15 days, then, at the request of either you or us, and after notice of hearing to the nonrequesting party by certified mail, selection of the umpire will be made by a judge of a district court in the county where the loss occurred. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If the appraisers submit a written report of agreement to us, the amounts agreed upon will be the value of the property and the amount of loss and will be binding on the party which demanded the appraisal. If the appraisers fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding on the party which demanded the appraisal. Each party will:

- (1) Pay its chosen appraiser; and
- (2) Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OKLAHOMA CHANGES – CONCEALMENT, MISREPRESENTATION OR FRAUD

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART

COMMERCIAL AUTOMOBILE COVERAGE PART

COMMERCIAL INLAND MARINE COVERAGE PART

COMMERCIAL PROPERTY COVERAGE PART

CRIME AND FIDELITY COVERAGE PART

EQUIPMENT BREAKDOWN COVERAGE PART

FARM COVERAGE PART - FARM PROPERTY - OTHER FARM PROVISIONS FORM - ADDITIONAL

COVERAGES, CONDITIONS, DEFINITIONS

FARM COVERAGE PART – LIVESTOCK COVERAGE FORM

FARM COVERAGE PART – MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM STANDARD PROPERTY POLICY

- A. When this endorsement is attached to the Standard Property Policy CP 00 99, the term Coverage Part in this endorsement is replaced by the term Policy.
- B. The Concealment, Misrepresentation Or Fraud condition is replaced by the following:

Except as provided in Paragraphs **C.** and **D.**, we do not provide coverage in any case of fraud by you as it relates to this Coverage Part at any time. We also do not provide coverage if you or any other insured ("insured"), at any time, intentionally conceal or misrepresent a material fact concerning:

- 1. This Coverage Part;
- 2. The Covered Property;
- 3. Your interest in the Covered Property; or
- 4. A claim under this Coverage Part.
- **C.** The **Concealment, Misrepresentation Or Fraud** condition in the Commercial Auto Coverage Part is replaced by the following:

We do not provide coverage in any case of fraud by you at any time as it relates to this Coverage Part. We also do not provide coverage if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- 1. This Coverage Part;
- 2. The covered "auto";

- 3. Your interest in the covered "auto"; or
- 4. A claim under this Coverage Part.

However, this provision does not apply, but only up to the compulsory or financial responsibility limits required by Oklahoma law, if an "accident" results in a third party liability claim against the "insured" under this Coverage Part.

D. Under the Kidnap/Ransom And Extortion Coverage Form, the Concealment, Misrepresentation Or Fraud condition is replaced by the following:

We do not provide coverage in any case of fraud by you as it relates to this insurance at any time. We also do not provide coverage if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

- **1.** This insurance;
- 2. A person insured under this insurance;
- 3. The "property" covered under this insurance;
- Your interest in the "property" covered under this insurance; or
- 5. A claim under this insurance.

PIIC POL 145

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OKLAHOMA NOTICE

The following statement is added to the policy:

WARNING:

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy, containing any false, incomplete or misleading information, is guilty of a felony.

IL 01 79 10 02

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IL 02 36 09 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OKLAHOMA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- **A.** Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:
 - 2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - **a.** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - **b.** 30 days before the effective date of cancellation if we cancel for any other reason.

After coverage has been in effect for more than 45 business days or after the effective date of a renewal of this policy, no notice of cancellation will be issued by us unless it is based on at least one of the following reasons:

- (1) Nonpayment of premium;
- (2) Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted under it;
- (3) Discovery of willful or reckless acts or omissions by you that increase any hazard insured against;
- (4) The occurrence of a change in the risk that substantially increases any hazard insured against after insurance coverage has been issued or renewed;

- (5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any covered property or its occupancy that substantially increases any hazard insured against;
- (6) A determination by the Insurance Commissioner that the continuation of the policy would place us in violation of the insurance laws of this state;
- (7) Your conviction of a crime having as one of its necessary elements an act increasing any hazard insured against; or
- (8) Loss of or substantial changes in applicable reinsurance.
- **B.** The following are added to the Common Policy Conditions and supersede any provisions to the contrary:

1. Nonrenewal

- a. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured at least 45 days before:
 - (1) The expiration date of this policy; or
 - (2) An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.

- **b.** Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us.
- c. If notice is mailed:
 - It will be considered to have been given to the first Named Insured on the day it is mailed.
 - (2) Proof of mailing will be sufficient proof of notice.
- d. If notice of nonrenewal is not mailed or delivered at least 45 days before the expiration date or an anniversary date of this policy, coverage will remain in effect until 45 days after notice is given. Earned premium for such extended period of coverage will be calculated pro rata based on the rates applicable to the expiring policy.
- e. We will not provide notice of nonrenewal if:
 - (1) We, or another company within the same insurance group, have offered to issue a renewal policy; or
 - (2) You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.
- f. If we have provided the required notice of nonrenewal as described in B.1.a. above, and thereafter extend the policy for a period of 90 days or less, we will not provide an additional nonrenewal notice with respect to the period of extension.

2. Premium Or Coverage Changes At Renewal

- a. If we elect to renew this policy, we will give written notice of any premium increase, change in deductible, or reduction in limits or coverage, to the first Named Insured, at the last mailing address known to us.
- **b.** Any such notice will be mailed or delivered to the first Named Insured at least 45 days before:
 - (1) The expiration date of this policy; or
 - (2) An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.

- c. If notice is mailed:
 - (1) It will be considered to have been given to the first Named Insured on the day it is mailed.
 - (2) Proof of mailing will be sufficient proof of notice.
- d. If the first Named Insured accepts the renewal, the premium increase or coverage changes will be effective the day following the prior policy's expiration or anniversary date.
- e. If notice is not mailed or delivered at least 45 days before the expiration date or anniversary date of this policy, the premium, deductible, limits and coverage in effect prior to the changes will remain in effect until.
 - (1) 45 days after notice is given; or
 - (2) The effective date of replacement coverage obtained by the insured;

whichever occurs first.

If the first Named Insured then elects **not** to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring policy.

- **f.** We will **not** provide notice of the following:
 - (1) Changes in a rate or plan filed pursuant to the Property and Casualty Competitive Loss Cost Rating Act applicable to an entire class of business;
 - (2) Changes which are based upon the altered nature or extent of the risk insured: or
 - (3) Changes in policy forms filed with or approved by the Insurance Commissioner and applicable to an entire class of business.

IL 09 52 01 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART COMMERCIAL INLAND MARINE COVERAGE PART COMMERCIAL PROPERTY COVERAGE PART EQUIPMENT BREAKDOWN COVERAGE PART FARM COVERAGE PART STANDARD PROPERTY POLICY

A. Cap On Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

B. Application Of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

PI-CANXAICH-002 (05/11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTICE TO SCHEDULED ADDITIONAL INSURED OR CERTIFICATE HOLDER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PROFESSIONAL LIABILITY COVERAGE PART COMMERCIAL CRIME COVERAGE PART COMMERCIAL INLAND MARINE COVERAGE PART COMMERCIAL PROPERTY COVERAGE PART COMMERCIAL AUTOMOBILE COVERAGE PART

SCHEDULE OF ADDITIONAL INSUREDS OR CERTIFICATE HOLDERS

Al or CH	Additional Insured or Certificate Holder	Address	
AI	Elliott & Gloria Birnberg	6133 Capri Court	
	Scottok, LLC	Long Beach, CA 90803	

The following is added to **A. CANCELLATION** of the Common Policy Conditions of the above applicable coverage part:

- **A.** In the event we cancel the policy in accordance with the policy's terms and conditions, we will endeavor to mail written notice of cancellation to Additional Insureds or Certificate Holders, shown in the above SCHEDULE within the time frame listed below. However, failure to mail such notice shall impose no obligation of any kind upon us, our agents or representatives.
 - 1. 30 days before the effective date of cancellation if we cancel for any reason other than for non payment of premium.

As respects Additional Insureds, the above cancellation provision applies only when the Additional Insured shown in the above **SCHEDULE** is added to the policy by a separate additional insured endorsement as the **CANCELLATION NOTICE TO ADDITIONAL INSURED OR CERTIFICATE HOLDER** does not provide additional insured coverage.

PI-CANXAICH-002 (05/11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTICE TO SCHEDULED ADDITIONAL INSURED OR CERTIFICATE HOLDER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PROFESSIONAL LIABILITY COVERAGE PART COMMERCIAL CRIME COVERAGE PART COMMERCIAL INLAND MARINE COVERAGE PART COMMERCIAL PROPERTY COVERAGE PART COMMERCIAL AUTOMOBILE COVERAGE PART

SCHEDULE OF ADDITIONAL INSUREDS OR CERTIFICATE HOLDERS

Al or CH	Additional Insured or Certificate Holder	Address	
AI	DDSD, PO Box 25352	Oklahoma City, OK 73125	

The following is added to **A. CANCELLATION** of the Common Policy Conditions of the above applicable coverage part:

- **A.** In the event we cancel the policy in accordance with the policy's terms and conditions, we will endeavor to mail written notice of cancellation to Additional Insureds or Certificate Holders, shown in the above SCHEDULE within the time frame listed below. However, failure to mail such notice shall impose no obligation of any kind upon us, our agents or representatives.
 - 1. 30 days before the effective date of cancellation if we cancel for any reason other than for non payment of premium.

As respects Additional Insureds, the above cancellation provision applies only when the Additional Insured shown in the above **SCHEDULE** is added to the policy by a separate additional insured endorsement as the **CANCELLATION NOTICE TO ADDITIONAL INSURED OR CERTIFICATE HOLDER** does not provide additional insured coverage.

PI-TER-DN1 (01/15)

Policy Number: PHPK1972850 Named Insured: GOODWILL INDUSTRIES OF CENTRAL



A Member of the Tokio Marine Group

One Bala Plaza, Suite 100 Bala Cynwyd, Pennsylvania 19004 610.617.7900 Fax 610.617.7940 PHLY.com

PHILADELPHIA INSURANCE COMPANIES DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE REJECTION OPTION

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Your attached proposal (or policy) includes a charge for terrorism. We will issue (or have issued) your policy with terrorism coverage unless you decline by placing an "X" in the box below.

NOTE 1: If "included" is shown on your proposal (or policy) for terrorism you WILL NOT have the option to reject the coverage.

NOTE 2: You will want to check with entities that have an interest in your organization as they may require that you maintain terrorism coverage (e.g. mortgagees).

EXCEPTION: If you have property coverage on your policy, the following Standard Fire Policy states do not permit an Insured to reject fire ensuing from terrorism: CA, CT, GA, HI, IA, IL, MA, ME, MO, NJ, NY, NC, OR, RI, VA, WA, WV, WI. Therefore, if you are domiciled in the above states and reject terrorism coverage, you will still be charged for fire ensuing from terrorism as separately designated on your proposal.

PI-TER-DN1 (01/15)

I decline to purchase terrorism coverage. I understand that I will have no
coverage for losses arising from "certified" acts of terrorism, EXCEPT as
noted above.

You, as the Insured, have 30 days after receipt of this notice to consider the selection/rejection of "terrorism" coverage. After this 30 day period, any request for selection or rejection of terrorism coverage WILL NOT be honored.

REQUIRED IN GA – LIMITATION ON PAYMENT OF TERRORISM LOSSES (applies to policies which cover terrorism losses insured under the federal program, including those which only cover fire losses)

The provisions of the Terrorism Risk Insurance Act, as amended, can limit our maximum liability for payment of losses from certified acts of terrorism. That determination will be based on a formula set forth in the law involving the national total of federally insured terrorism losses in an annual period and individual insurer participation in payment of such losses. If one or more certified acts of terrorism in an annual period causes the maximum liability for payment of losses from certified acts of terrorism to be reached, and we have satisfied our required level of payments under the law, then we will not pay for the portion of such losses above that maximum. However, that is subject to possible change at that time, as Congress may, under the Act, determine that payments above the cap will be made.

INSURED'S SIGNATURE_		
DATE		

COMMERCIAL PROPERTY CP 00 10 06 07

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section H., Definitions.

A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

1. Covered Property

Covered Property, as used in this Coverage Part, means the type of property described in this section, **A.1.**, and limited in **A.2.**, Property Not Covered, if a Limit of Insurance is shown in the Declarations for that type of property.

- **a. Building**, meaning the building or structure described in the Declarations, including:
 - (1) Completed additions;
 - (2) Fixtures, including outdoor fixtures;
 - (3) Permanently installed:
 - (a) Machinery and
 - (b) Equipment;
 - (4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
 - (a) Fire-extinguishing equipment;
 - **(b)** Outdoor furniture;
 - (c) Floor coverings; and
 - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
 - **(5)** If not covered by other insurance:
 - (a) Additions under construction, alterations and repairs to the building or structure;

- (b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure.
- b. Your Business Personal Property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises, consisting of the following unless otherwise specified in the Declarations or on the Your Business Personal Property – Separation Of Coverage form:
 - (1) Furniture and fixtures;
 - (2) Machinery and equipment;
 - (3) "Stock";
 - **(4)** All other personal property owned by you and used in your business;
 - (5) Labor, materials or services furnished or arranged by you on personal property of others;
 - **(6)** Your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
 - (a) Made a part of the building or structure you occupy but do not own; and
 - **(b)** You acquired or made at your expense but cannot legally remove;
 - (7) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Personal Property Of Others.

c. Personal Property Of Others that is:

- (1) In your care, custody or control; and
- (2) Located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

However, our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, currency, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- Animals, unless owned by others and boarded by you, or if owned by you, only as "stock" while inside of buildings;
- c. Automobiles held for sale;
- d. Bridges, roadways, walks, patios or other paved surfaces;
- e. Contraband, or property in the course of illegal transportation or trade;
- f. The cost of excavations, grading, backfilling or filling;
- g. Foundations of buildings, structures, machinery or boilers if their foundations are below:
 - (1) The lowest basement floor; or
 - (2) The surface of the ground, if there is no basement:
- Land (including land on which the property is located), water, growing crops or lawns;
- Personal property while airborne or waterborne:
- j. Bulkheads, pilings, piers, wharves or docks;
- k. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- Retaining walls that are not part of a building;
- m. Underground pipes, flues or drains;

- n. Electronic data, except as provided under the Additional Coverage, Electronic Data. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. This paragraph, n., does not apply to your "stock" of prepackaged software;
- o. The cost to replace or restore the information on valuable papers and records, including those which exist as electronic data. Valuable papers and records include but are not limited to proprietary information, books of account, deeds, manuscripts, abstracts, drawings and card index systems. Refer to the Coverage Extension for Valuable Papers And Records (Other Than Electronic Data) for limited coverage for valuable papers and records other than those which exist as electronic data;
- **p.** Vehicles or self-propelled machines (including aircraft or watercraft) that:
 - (1) Are licensed for use on public roads; or
 - **(2)** Are operated principally away from the described premises.

This paragraph does not apply to:

- (a) Vehicles or self-propelled machines or autos you manufacture, process or warehouse;
- **(b)** Vehicles or self-propelled machines, other than autos, you hold for sale;
- **(c)** Rowboats or canoes out of water at the described premises; or
- (d) Trailers, but only to the extent provided for in the Coverage Extension for Non-owned Detached Trailers;

- q. The following property while outside of buildings:
 - (1) Grain, hay, straw or other crops;
 - (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than "stock" of trees, shrubs or plants), all except as provided in the Coverage Extensions.

3. Covered Causes Of Loss

See applicable Causes Of Loss Form as shown in the Declarations.

4. Additional Coverages

a. Debris Removal

- (1) Subject to Paragraphs (3) and (4), we will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (2) Debris Removal does not apply to costs
 - (a) Extract "pollutants" from land or water; or
 - **(b)** Remove, restore or replace polluted land or water.
- (3) Subject to the exceptions in Paragraph (4), the following provisions apply:
 - (a) The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.
 - (b) Subject to (a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.
- (4) We will pay up to an additional \$10,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:

- (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
- (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if **(4)(a)** and/or **(4)(b)** apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$10,000.

(5) Examples

The following examples assume that there is no Coinsurance penalty.

EXAMPLE #1

Limit of Insurance:	\$	90,000
Amount of Deductible:	\$	500
Amount of Loss:	\$	50,000
Amount of Loss Payable:	\$	49,500
	(\$50,000	- \$500)
Debris Removal Expense:	\$	10,000
Debris Removal Expense Payable:	\$	10,000
(\$10,000 is 20% of \$50,000.)		

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense (\$49,500 + \$10,000 = \$59,500) is less than the Limit of Insurance. Therefore the full amount of debris removal expense is payable in accordance with the terms of Paragraph (3).

EXAMPLE #2

Limit of Insurance:	\$	90,000	
Amount of Deductible:	\$	500	
Amount of Loss:	\$	80,000	
Amount of Loss Payable:	\$	79,500	
	(\$80,000	- \$500)	
Debris Removal Expense:	\$	30,000	
Debris Removal Expense Payable			
Basic Amount:	\$	10,500	
Additional Amo	unt: \$	10 000	

The basic amount payable for debris removal expense under the terms of Paragraph (3) is calculated as follows: \$80,000 (\$79,500 + \$500) x .25 = \$20,000; capped at \$10,500. The cap applies because the sum of the loss payable (\$79,500) and the basic amount payable for debris removal expense (\$10,500) cannot exceed the Limit of Insurance (\$90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph (4), because the debris removal expense (\$30,000) exceeds 25% of the loss payable plus the deductible (\$30,000 is 37.5% of \$80,000), and because the sum of the loss payable and debris removal expense (\$79,500 + \$30,000 = \$109,500) would exceed the Limit of Insurance (\$90,000). The additional amount of covered debris removal expense is \$10,000, the maximum payable under Paragraph (4). Thus the total payable for debris removal expense in this example is \$20,500; \$9,500 of the debris removal expense is not covered.

b. Preservation Of Property

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 30 days after the property is first moved.

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$1,000, unless a higher limit is shown in the Declarations, for your liability for fire department service charges:

- Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

No Deductible applies to this Additional Coverage.

d. Pollutant Clean-up And Removal

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage for each described premises is \$10,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

e. Increased Cost Of Construction

- (1) This Additional Coverage applies only to buildings to which the Replacement Cost Optional Coverage applies.
- (2) In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the increased costs incurred to comply with enforcement of an ordinance or law in the course of repair, rebuilding or replacement of damaged parts of that property, subject to the limitations stated in e.(3) through e.(9) of this Additional Coverage.
- (3) The ordinance or law referred to in e.(2) of this Additional Coverage is an ordinance or law that regulates the construction or repair of buildings or establishes zoning or land use requirements at the described premises, and is in force at the time of loss.

- (4) Under this Additional Coverage, we will not pay any costs due to an ordinance or law that:
 - (a) You were required to comply with before the loss, even when the building was undamaged; and
 - (b) You failed to comply with.
- (5) Under this Additional Coverage, we will not pay for:
 - (a) The enforcement of any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
 - (b) Any costs associated with the enforcement of an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.
- (6) The most we will pay under this Additional Coverage, for each described building insured under this Coverage Form, is \$10,000 or 5% of the Limit of Insurance applicable to that building, whichever is less. If a damaged building is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for that damaged building, is the lesser of: \$10,000 or 5% times the value of the damaged building as of the time of loss times the applicable Coinsurance percentage.
 - The amount payable under this Additional Coverage is additional insurance.
- (7) With respect to this Additional Coverage:
 - (a) We will not pay for the Increased Cost of Construction:
 - (i) Until the property is actually repaired or replaced, at the same or another premises; and

- (ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
- (b) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of e.(6) of this Additional Coverage, is the increased cost of construction at the same premises.
- (c) If the ordinance or law requires relocation to another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of e.(6) of this Additional Coverage, is the increased cost of construction at the new premises.
- (8) This Additional Coverage is not subject to the terms of the Ordinance Or Law Exclusion, to the extent that such Exclusion would conflict with the provisions of this Additional Coverage.
- (9) The costs addressed in the Loss Payment and Valuation Conditions, and the Replacement Cost Optional Coverage, in this Coverage Form, do not include the increased cost attributable to enforcement of an ordinance or law. The amount payable under this Additional Coverage, as stated in e.(6) of this Additional Coverage, is not subject to such limitation.

f. Electronic Data

- (1) Under this Additional Coverage, electronic data has the meaning described under Property Not Covered, Electronic Data.
- (2) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore electronic data which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.

- (3) The Covered Causes of Loss applicable to Your Business Personal Property apply to this Additional Coverage, Electronic Data, subject to the following:
 - (a) If the Causes Of Loss Special Form applies, coverage under this Additional Coverage, Electronic Data, is limited to the "specified causes of loss" as defined in that form, and Collapse as set forth in that form.
 - (b) If the Causes Of Loss Broad Form applies, coverage under this Additional Coverage, Electronic Data, includes Collapse as set forth in that form.
 - (c) If the Causes Of Loss Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage, Electronic Data.
 - (d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.
- (4) The most we will pay under this Additional Coverage, Electronic Data, is \$2,500 for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

5. Coverage Extensions

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

If a Coinsurance percentage of 80% or more, or a Value Reporting period symbol, is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

a. Newly Acquired Or Constructed Property

(1) Buildings

If this policy covers Building, you may extend that insurance to apply to:

- (a) Your new buildings while being built on the described premises; and
- (b) Buildings you acquire at locations, other than the described premises, intended for:
 - (i) Similar use as the building described in the Declarations; or
 - (ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$250,000 at each building.

(2) Your Business Personal Property

- (a) If this policy covers Your Business Personal Property, you may extend that insurance to apply to:
 - (i) Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions:
 - (ii) Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations; or
 - (iii) Business personal property that you newly acquire, located at the described premises.

The most we will pay for loss or damage under this Extension is \$100,000 at each building.

- (b) This Extension does not apply to:
 - (i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
 - (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

(3) Period Of Coverage

With respect to insurance on or at each newly acquired or constructed property, coverage will end when any of the following first occurs:

- (a) This policy expires;
- **(b)** 30 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

b. Personal Effects And Property Of Others

You may extend the insurance that applies to Your Business Personal Property to apply to:

- (1) Personal effects owned by you, your officers, your partners or members, your managers or your employees. This Extension does not apply to loss or damage by theft.
- (2) Personal property of others in your care, custody or control.

The most we will pay for loss or damage under this Extension is \$2,500 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

c. Valuable Papers And Records (Other Than Electronic Data)

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered, Electronic Data.
- (2) If the Causes Of Loss Special Form applies, coverage under this Extension is limited to the "specified causes of loss" as defined in that form, and Collapse as set forth in that form.
- (3) If the Causes Of Loss Broad Form applies, coverage under this Extension includes Collapse as set forth in that form.
- (4) Under this Extension, the most we will pay to replace or restore the lost information is \$2,500 at each described premises, unless a higher limit is shown in the Declarations. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

d. Property Off-premises

- (1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:
 - (a) Temporarily at a location you do not own, lease or operate;
 - (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term: or
 - **(c)** At any fair, trade show or exhibition.

- (2) This Extension does not apply to property:
 - (a) In or on a vehicle; or
 - (b) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.
- (3) The most we will pay for loss or damage under this Extension is \$10,000.

e. Outdoor Property

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), trees, shrubs and plants (other than "stock" of trees, shrubs or plants), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$1,000, but not more than \$250 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

f. Non-owned Detached Trailers

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:
 - (a) The trailer is used in your business;
 - **(b)** The trailer is in your care, custody or control at the premises described in the Declarations; and
 - (c) You have a contractual responsibility to pay for loss or damage to the trailer.

- (2) We will not pay for any loss or damage that occurs:
 - (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
 - (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.
- (3) The most we will pay for loss or damage under this Extension is \$5,000, unless a higher limit is shown in the Declarations.
- (4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

Each of these Extensions is additional insurance unless otherwise indicated. The Additional Condition, Coinsurance, does not apply to these Extensions.

B. Exclusions And Limitations

See applicable Causes Of Loss Form as shown in the Declarations.

C. Limits Of Insurance

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

The most we will pay for loss or damage to outdoor signs, whether or not the sign is attached to a building, is \$2,500 per sign in any one occurrence.

The amounts of insurance stated in the following Additional Coverages apply in accordance with the terms of such coverages and are separate from the Limit(s) of Insurance shown in the Declarations for any other coverage:

- 1. Fire Department Service Charge;
- 2. Pollutant Clean-up And Removal;
- 3. Increased Cost Of Construction; and
- 4. Electronic Data.

Payments under the Preservation Of Property Additional Coverage will not increase the applicable Limit of Insurance.

D. Deductible

In any one occurrence of loss or damage (hereinafter referred to as loss), we will first reduce the amount of loss if required by the Coinsurance Condition or the Agreed Value Optional Coverage. If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of loss, and will pay the resulting amount or the Limit of Insurance, whichever is less.

When the occurrence involves loss to more than one item of Covered Property and separate Limits of Insurance apply, the losses will not be combined in determining application of the Deductible. But the Deductible will be applied only once per occurrence.

EXAMPLE #1

(This example assumes there is no Coinsurance penalty.)

Deductible:	\$ 250
Limit of Insurance – Building #1:	\$ 60,000
Limit of Insurance – Building #2:	\$ 80,000
Loss to Building #1:	\$ 60,100
Loss to Building #2:	\$ 90,000

The amount of loss to Building #1 (\$60,100) is less than the sum (\$60,250) of the Limit of Insurance applicable to Building #1 plus the Deductible.

The Deductible will be subtracted from the amount of loss in calculating the loss payable for Building #1:

\$ 59,850 Loss Payable - Building #1

The Deductible applies once per occurrence and therefore is not subtracted in determining the amount of loss payable for Building #2. Loss payable for Building #2 is the Limit of Insurance of \$80,000.

Total amount of loss payable:

\$59,850 + \$80,000 = \$139,850

EXAMPLE #2

(This example, too, assumes there is no Coinsurance penalty.)

The Deductible and Limits of Insurance are the same as those in Example #1.

Loss to Building #1: \$ 70,000 (Exceeds Limit of Insurance plus Deductible)

Loss to Building #2: \$ 90,000

(Exceeds Limit of Insurance plus Deductible)

Loss Payable – Building #1: \$ 60,000

(Limit of Insurance)

Loss Payable – Building #2: \$80,000 (Limit of Insurance)

Total amount of loss payable: \$ 140,000

E. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- **b.** Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

3. Duties In The Event Of Loss Or Damage

- **a.** You must see that the following are done in the event of loss or damage to Covered Property:
 - Notify the police if a law may have been broken.
 - (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
 - (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
 - (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
 - (5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
 - (6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.
 - Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
 - (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
 - (8) Cooperate with us in the investigation or settlement of the claim.
- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

4. Loss Payment

- a. In the event of loss or damage covered by this Coverage Form, at our option, we will either:
 - Pay the value of lost or damaged property;
 - (2) Pay the cost of repairing or replacing the lost or damaged property, subject to b. below:
 - (3) Take all or any part of the property at an agreed or appraised value; or
 - (4) Repair, rebuild or replace the property with other property of like kind and quality, subject to **b.** below.

We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of the Valuation Condition in this Coverage Form or any applicable provision which amends or supersedes the Valuation Condition.

- b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.
- c. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- **d.** We will not pay you more than your financial interest in the Covered Property.
- e. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
- f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
- g. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part and:
 - (1) We have reached agreement with you on the amount of loss; or
 - (2) An appraisal award has been made.

h. A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the loss to the party wall, subject to all applicable policy provisions including Limits of Insurance, the Valuation and Coinsurance Conditions and all other provisions of this Loss Payment Condition. Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the Transfer Of Rights Of Recovery Against Others To Us Condition in this policy.

5. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

6. Vacancy

a. Description Of Terms

- (1) As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in (1)(a) and (1)(b) below:
 - (a) When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.

- (b) When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:
 - (i) Rented to a lessee or sub-lessee and used by the lessee or sublessee to conduct its customary operations; and/or
 - (ii) Used by the building owner to conduct customary operations.
- (2) Buildings under construction or renovation are not considered vacant.

b. Vacancy Provisions

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs:

- (1) We will not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:
 - (a) Vandalism;
 - (b) Sprinkler leakage, unless you have protected the system against freezing;
 - (c) Building glass breakage;
 - (d) Water damage;
 - (e) Theft; or
 - (f) Attempted theft.
- (2) With respect to Covered Causes of Loss other than those listed in **b.(1)(a)** through **b.(1)(f)** above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

7. Valuation

We will determine the value of Covered Property in the event of loss or damage as follows:

- a. At actual cash value as of the time of loss or damage, except as provided in b., c., d. and e. below.
- b. If the Limit of Insurance for Building satisfies the Additional Condition, Coinsurance, and the cost to repair or replace the damaged building property is \$2,500 or less, we will pay the cost of building repairs or replacement.

The cost of building repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

However, the following property will be valued at the actual cash value even when attached to the building:

- (1) Awnings or floor coverings;
- (2) Appliances for refrigerating, ventilating, cooking, dishwashing or laundering; or
- (3) Outdoor equipment or furniture.
- c. "Stock" you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had.
- **d.** Glass at the cost of replacement with safety-glazing material if required by law.
- e. Tenants' Improvements and Betterments at:
 - (1) Actual cash value of the lost or damaged property if you make repairs promptly.
 - (2) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:
 - (a) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
 - (b) Divide the amount determined in (a) above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.

(3) Nothing if others pay for repairs or replacement.

F. Additional Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

1. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies.

- a. We will not pay the full amount of any loss if the value of Covered Property at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property.
 - Instead, we will determine the most we will pay using the following steps:
 - (1) Multiply the value of Covered Property at the time of loss by the Coinsurance percentage;
 - (2) Divide the Limit of Insurance of the property by the figure determined in Step (1);
 - (3) Multiply the total amount of loss, before the application of any deductible, by the figure determined in Step (2); and
 - (4) Subtract the deductible from the figure determined in Step (3).

We will pay the amount determined in Step (4) or the limit of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

EXAMPLE #1 (UNDERINSURANCE)

When: The value of the property is: \$250,000
The Coinsurance percentage for it is: 80%
The Limit of Insurance for it is: \$100,000
The Deductible is: \$250
The amount of loss is: \$40,000

Step (1): \$250,000 x 80% = \$200,000 (the minimum amount of insurance to meet your Coinsurance requirements)

Step **(2)**: $$100,000 \div $200,000 = .50$ Step **(3)**: $$40,000 \times .50 = $20,000$ Step **(4)**: \$20,000 - \$250 = \$19,750

We will pay no more than \$19,750. The remaining \$20,250 is not covered.

EXAMPLE #2 (ADEQUATE INSURANCE)

When:	The value of the property is:	\$ 250,000
	The Coinsurance percentage	
	for it is:	80%
	The Limit of Insurance for it is:	\$ 200,000
	The Deductible is:	\$ 250
	The amount of loss is:	\$ 40,000

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 (\$250,000 x 80%). Therefore, the Limit of Insurance in this example is adequate and no penalty applies. We will pay no more than \$39,750 (\$40,000 amount of loss minus the deductible of \$250).

> **b.** If one Limit of Insurance applies to two or more separate items, this condition will apply to the total of all property to which the limit applies.

EXAMPLE #3

When: The value of the property is:

> Building at Location #1: \$ 75,000 Building at Location #2: \$100,000 Personal Property at Location #2: \$ 75,000 \$250,000

> The Coinsurance percentage for it is: 90%

The Limit of Insurance for **Buildings and Personal Property** at Locations #1 and #2 is:

\$180,000 The Deductible is: 1,000 The amount of loss is:

Building at Location #2: \$ 30,000 Personal Property

at Location #2:

\$ 20,000 \$ 50,000

Step (1): $$250,000 \times 90\% = $225,000$ (the minimum amount of insurance to

meet your Coinsurance requirements and to avoid the penalty shown below)

Step (2): $$180,000 \div $225,000 = .80$ Step (3): $$50,000 \times .80 = $40,000$

Step (4): \$40,000 - \$1,000 = \$39,000

We will pay no more than \$39,000. The remaining \$11,000 is not covered.

2. Mortgageholders

- **a.** The term mortgageholder includes trustee.
- **b.** We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.
- c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
 - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
 - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
 - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this Coverage Part will then apply directly to the mortgageholder.

- e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:
 - (1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
 - (2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this policy, we will give written notice to the mortgageholder at least:
 - (1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.

g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

G. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item.

1. Agreed Value

- a. The Additional Condition, Coinsurance, does not apply to Covered Property to which this Optional Coverage applies. We will pay no more for loss of or damage to that property than the proportion that the Limit of Insurance under this Coverage Part for the property bears to the Agreed Value shown for it in the Declarations.
- b. If the expiration date for this Optional Coverage shown in the Declarations is not extended, the Additional Condition, Coinsurance, is reinstated and this Optional Coverage expires.
- c. The terms of this Optional Coverage apply only to loss or damage that occurs:
 - On or after the effective date of this Optional Coverage; and
 - (2) Before the Agreed Value expiration date shown in the Declarations or the policy expiration date, whichever occurs first.

2. Inflation Guard

- a. The Limit of Insurance for property to which this Optional Coverage applied will automatically increase by the annual percentage shown in the Declarations.
- **b.** The amount of increase will be:
 - (1) The Limit of Insurance that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Limit of Insurance, times
 - (2) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08), times
 - (3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.

EXAMPLE

If: The applicable Limit of Insurance is: \$ 100,000
The annual percentage increase is: 8%
The number of days since the beginning of the policy year (or last policy change) is: 146
The amount of increase is: \$100,000 x .08 x 146 ÷ 365 = \$ 3,200

3. Replacement Cost

- a. Replacement Cost (without deduction for depreciation) replaces Actual Cash Value in the Valuation Loss Condition of this Coverage Form.
- **b.** This Optional Coverage does not apply to:
 - (1) Personal property of others;
 - (2) Contents of a residence;
 - (3) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-abrac; or
 - (4) "Stock", unless the Including "Stock" option is shown in the Declarations.

Under the terms of this Replacement Cost Optional Coverage, tenants' improvements and betterments are not considered to be the personal property of others.

- c. You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this Optional Coverage provides if you notify us of your intent to do so within 180 days after the loss or damage.
- **d.** We will not pay on a replacement cost basis for any loss or damage:
 - (1) Until the lost or damaged property is actually repaired or replaced; and
 - (2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

With respect to tenants' improvements and betterments, the following also apply:

- (3) If the conditions in d.(1) and d.(2) above are not met, the value of tenants' improvements and betterments will be determined as a proportion of your original cost, as set forth in the Valuation Loss Condition of this Coverage Form; and
- (4) We will not pay for loss or damage to tenants' improvements and betterments if others pay for repairs or replacement.
- e. We will not pay more for loss or damage on a replacement cost basis than the least of (1), (2) or (3), subject to f. below:
 - (1) The Limit of Insurance applicable to the lost or damaged property;
 - **(2)** The cost to replace the lost or damaged property with other property:
 - (a) Of comparable material and quality; and
 - **(b)** Used for the same purpose; or
 - (3) The amount actually spent that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost described in **e.(2)** above is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.

f. The cost of repair or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

4. Extension Of Replacement Cost To Personal Property Of Others

- a. If the Replacement Cost Optional Coverage is shown as applicable in the Declarations, then this Extension may also be shown as applicable. If the Declarations show this Extension as applicable, then Paragraph 3.b.(1) of the Replacement Cost Optional Coverage is deleted and all other provisions of the Replacement Cost Optional Coverage apply to replacement cost on personal property of others.
- **b.** With respect to replacement cost on the personal property of others, the following limitation applies:

If an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance.

H. Definitions

- "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- 2. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

COMMERCIAL PROPERTY CP 00 30 06 07

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F., Definitions.

A. Coverage

1. Business Income

Business Income means the:

- a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- **b.** Continuing normal operating expenses incurred, including payroll.

For manufacturing risks, Net Income includes the net sales value of production.

Coverage is provided as described and limited below for one or more of the following options for which a Limit of Insurance is shown in the Declarations:

- (1) Business Income Including "Rental Value".
- (2) Business Income Other Than "Rental Value".
- (3) "Rental Value".

If option (1) above is selected, the term Business Income will include "Rental Value". If option (3) above is selected, the term Business Income will mean "Rental Value" only.

If Limits of Insurance are shown under more than one of the above options, the provisions of this Coverage Part apply separately to each.

We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to property at premises which are described in the Declarations and for which a Business Income Limit of Insurance is shown in the Declarations. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises means:

- (a) The portion of the building which you rent, lease or occupy; and
- (b) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.

2. Extra Expense

- a. Extra Expense Coverage is provided at the premises described in the Declarations only if the Declarations show that Business Income Coverage applies at that premises.
- b. Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss.

We will pay Extra Expense (other than the expense to repair or replace property) to:

- (1) Avoid or minimize the "suspension" of business and to continue operations at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.
- (2) Minimize the "suspension" of business if you cannot continue "operations".

We will also pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form.

CP 00 30 06 07

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3. Covered Causes Of Loss, Exclusions And Limitations

See applicable Causes Of Loss Form as shown in the Declarations.

4. Additional Limitation – Interruption Of Computer Operations

- a. Coverage for Business Income does not apply when a "suspension" of "operations" is caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage – Interruption Of Computer Operations.
- b. Coverage for Extra Expense does not apply when action is taken to avoid or minimize a "suspension" of "operations" caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage – Interruption Of Computer Operations.
- **c.** Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

5. Additional Coverages

a. Civil Authority

In this Additional Coverage – Civil Authority, the described premises are premises to which this Coverage Form applies, as shown in the Declarations.

When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

- (1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and
- (2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

Civil Authority Coverage for Business Income will begin 72 hours after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

Civil Authority Coverage for Extra Expense will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will end:

- (1) Four consecutive weeks after the date of that action: or
- (2) When your Civil Authority Coverage for Business Income ends;

whichever is later.

b. Alterations And New Buildings

We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur due to direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss to:

- (1) New buildings or structures, whether complete or under construction;
- (2) Alterations or additions to existing buildings or structures; and

- (3) Machinery, equipment, supplies or building materials located on or within 100 feet of the described premises and:
 - (a) Used in the construction, alterations or additions; or
 - **(b)** Incidental to the occupancy of new buildings.

If such direct physical loss or damage delays the start of "operations", the "period of restoration" for Business Income Coverage will begin on the date "operations" would have begun if the direct physical loss or damage had not occurred.

c. Extended Business Income

(1) Business Income Other Than "Rental Value"

If the necessary "suspension" of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:

- (a) Begins on the date property (except "finished stock") is actually repaired, rebuilt or replaced and "operations" are resumed; and
- (b) Ends on the earlier of:
 - (i) The date you could restore your "operations", with reasonable speed, to the level which would generate the business income amount that would have existed if no direct physical loss or damage had occurred; or
 - (ii) 30 consecutive days after the date determined in (1)(a) above.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

(2) "Rental Value"

If the necessary "suspension" of your "operations" produces a "Rental Value" loss payable under this policy, we will pay for the actual loss of "Rental Value" you incur during the period that:

- (a) Begins on the date property is actually repaired, rebuilt or replaced and tenantability is restored; and
- **(b)** Ends on the earlier of:
 - (i) The date you could restore tenant occupancy, with reasonable speed, to the level which would generate the "Rental Value" that would have existed if no direct physical loss or damage had occurred: or
 - (ii) 30 consecutive days after the date determined in (2)(a) above.

However, Extended Business Income does not apply to loss of "Rental Value" incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of "Rental Value" must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

d. Interruption Of Computer Operations

- (1) Under this Additional Coverage, electronic data has the meaning described under Additional Limitation Interruption Of Computer Operations.
- (2) Subject to all provisions of this Additional Coverage, you may extend the insurance that applies to Business Income and Extra Expense to apply to a "suspension" of "operations" caused by an interruption in computer operations due to destruction or corruption of electronic data due to a Covered Cause of Loss.

- (3) With respect to the coverage provided under this Additional Coverage, the Covered Causes of Loss are subject to the following:
 - (a) If the Causes Of Loss Special Form applies, coverage under this Additional Coverage – Interruption Of Computer Operations is limited to the "specified causes of loss" as defined in that form, and Collapse as set forth in that form.
 - (b) If the Causes Of Loss Broad Form applies, coverage under this Additional Coverage – Interruption Of Computer Operations includes Collapse as set forth in that form.
 - (c) If the Causes Of Loss Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage Interruption Of Computer Operations.
 - (d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for an interruption related to manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, maintain, repair or replace that system.
- (4) The most we will pay under this Additional Coverage - Interruption of Computer Operations is \$2,500 for all loss sustained and expense incurred in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss or expense sustained or incurred as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss or expense in a subsequent policy year(s), all loss and expense is deemed to be sustained or incurred in the policy year in which the interruption began.
- (5) This Additional Coverage Interruption in Computer Operations does not apply to loss sustained or expense incurred after the end of the "period of restoration", even if the amount of insurance stated in (4) above has not been exhausted.

6. Coverage Extension

If a Coinsurance percentage of 50% or more is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

NEWLY ACQUIRED LOCATIONS

- **a.** You may extend your Business Income and Extra Expense Coverages to apply to property at any location you acquire other than fairs or exhibitions.
- b. The most we will pay under this Extension, for the sum of Business Income loss and Extra Expense incurred, is \$100,000 at each location.

- c. Insurance under this Extension for each newly acquired location will end when any of the following first occurs:
 - (1) This policy expires;
 - (2) 30 days expire after you acquire or begin to construct the property; or
 - (3) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property.

The Additional Condition, Coinsurance, does not apply to this Extension.

B. Limits Of Insurance

The most we will pay for loss in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

Payments under the following coverages will not increase the applicable Limit of Insurance:

- 1. Alterations And New Buildings;
- 2. Civil Authority;
- 3. Extra Expense; or
- 4. Extended Business Income.

The amounts of insurance stated in the Interruption Of Computer Operations Additional Coverage and the Newly Acquired Locations Coverage Extension apply in accordance with the terms of those coverages and are separate from the Limit(s) of Insurance shown in the Declarations for any other coverage.

C. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

1. Appraisal

If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser.

The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- **b.** Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Loss

- **a.** You must see that the following are done in the event of loss:
 - (1) Notify the police if a law may have been broken.
 - (2) Give us prompt notice of the direct physical loss or damage. Include a description of the property involved.
 - (3) As soon as possible, give us a description of how, when, and where the direct physical loss or damage occurred.
 - (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
 - (5) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.
 - Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
 - (6) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
 - (7) Cooperate with us in the investigation or settlement of the claim.
 - (8) If you intend to continue your business, you must resume all or part of your "operations" as quickly as possible.
- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

3. Loss Determination

- a. The amount of Business Income loss will be determined based on:
 - (1) The Net Income of the business before the direct physical loss or damage occurred:
 - (2) The likely Net Income of the business if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses:
 - (3) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
 - **(4)** Other relevant sources of information, including:
 - (a) Your financial records and accounting procedures;
 - **(b)** Bills, invoices and other vouchers; and
 - (c) Deeds, liens or contracts.
- b. The amount of Extra Expense will be determined based on:
 - (1) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:
 - (a) The salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and
 - (b) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and
 - (2) Necessary expenses that reduce the Business Income loss that otherwise would have been incurred.

c. Resumption Of Operations

We will reduce the amount of your:

- (1) Business Income loss, other than Extra Expense, to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
- (2) Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.
- d. If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

4. Loss Payment

We will pay for covered loss within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part and:

- a. We have reached agreement with you on the amount of loss; or
- **b.** An appraisal award has been made.

D. Additional Condition

COINSURANCE

If a Coinsurance percentage is shown in the Declarations, the following condition applies in addition to the Common Policy Conditions and the Commercial Property Conditions.

We will not pay the full amount of any Business Income loss if the Limit of Insurance for Business Income is less than:

- The Coinsurance percentage shown for Business Income in the Declarations; times
- 2. The sum of:
 - **a.** The Net Income (Net Profit or Loss before income taxes), and
 - **b.** Operating expenses, including payroll expenses,

that would have been earned or incurred (had no loss occurred) by your "operations" at the described premises for the 12 months following the inception, or last previous anniversary date, of this policy (whichever is later).

Instead, we will determine the most we will pay using the following steps:

- Step (1): Multiply the Net Income and operating expense for the 12 months following the inception, or last previous anniversary date, of this policy by the Coinsurance percentage;
- Step (2): Divide the Limit of Insurance for the described premises by the figure determined in Step (1); and
- Step (3): Multiply the total amount of loss by the figure determined in Step (2).

We will pay the amount determined in Step (3) or the limit of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

In determining operating expenses for the purpose of applying the Coinsurance condition, the following expenses, if applicable, shall be deducted from the total of all operating expenses:

- (1) Prepaid freight outgoing;
- (2) Returns and allowances;
- (3) Discounts;
- (4) Bad debts;
- (5) Collection expenses;
- (6) Cost of raw stock and factory supplies consumed (including transportation charges);
- (7) Cost of merchandise sold (including transportation charges);
- (8) Cost of other supplies consumed (including transportation charges);
- (9) Cost of services purchased from outsiders (not employees) to resell, that do not continue under contract;
- (10) Power, heat and refrigeration expenses that do not continue under contract (if Form CP 15 11 is attached);
- (11) All ordinary payroll expenses or the amount of payroll expense excluded (if Form CP 15 10 is attached); and
- (12) Special deductions for mining properties (royalties unless specifically included in coverage; actual depletion commonly known as unit or cost depletion – not percentage depletion; welfare and retirement fund charges based on tonnage; hired trucks).

EXAMPLE #1 (UNDERINSURANCE)

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the described

premises would have been: \$400,000
The Coinsurance percentage is: 50%
The Limit of Insurance is: \$150,000
The amount of loss is: \$80,000

Step (1): \$400,000 x 50% = \$200,000 (the minimum amount of insurance to meet your Coinsurance requirements)

Step (2): $$150,000 \div $200,000 = .75$ Step (3): $$80,000 \times .75 = $60,000$

We will pay no more than \$60,000. The remaining \$20,000 is not covered.

EXAMPLE #2 (ADEQUATE INSURANCE)

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the described

premises would have been: \$400,000
The Coinsurance percentage is: 50%
The Limit of Insurance is: \$200,000
The amount of loss is: \$80,000

The minimum amount of insurance to meet your Co-insurance requirement is \$200,000 (\$400,000 x 50%). Therefore, the Limit of Insurance in this example is adequate and no penalty applies. We will pay no more than \$80,000 (amount of loss).

This condition does not apply to Extra Expense Coverage.

E. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item.

1. Maximum Period Of Indemnity

a. The Additional Condition, Coinsurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.

- b. The most we will pay for the total of Business Income loss and Extra Expense is the lesser of:
 - (1) The amount of loss sustained and expenses incurred during the 120 days immediately following the beginning of the "period of restoration"; or
 - **(2)** The Limit of Insurance shown in the Declarations.

2. Monthly Limit Of Indemnity

- a. The Additional Condition, Coinsurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.
- b. The most we will pay for loss of Business Income in each period of 30 consecutive days after the beginning of the "period of restoration" is:
 - (1) The Limit of Insurance, multiplied by
 - (2) The fraction shown in the Declarations for this Optional Coverage.

EXAMPLE

When:	The Limit of Insurance is:	\$	120,000
	The fraction shown in the Declarations for this Optional Coverage is:		1/4
	The most we will pay for loss in each period of 30 consecutive days is:	\$	30,000
	(\$120,000 x 1/4 = \$30,000)	Ψ	30,000
	If, in this example, the actual amount of loss is:		
	Days 1–30:	\$	40,000
	Days 31–60:	\$	20,000
	Days 61–90:	\$	30,000
		\$	90,000
	We will pay:		
	Days 1–30:	\$	30,000
	Days 31–60:	\$	20,000
	Days 61–90:	\$	30,000
		\$	80,000

The remaining \$10,000 is not covered.

3. Business Income Agreed Value

- a. To activate this Optional Coverage:
 - (1) A Business Income Report/Work Sheet must be submitted to us and must show financial data for your "operations":
 - (a) During the 12 months prior to the date of the Work Sheet; and
 - **(b)** Estimated for the 12 months immediately following the inception of this Optional Coverage.
 - (2) The Declarations must indicate that the Business Income Agreed Value Optional Coverage applies, and an Agreed Value must be shown in the Declarations. The Agreed Value should be at least equal to:
 - (a) The Coinsurance percentage shown in the Declarations; multiplied by
 - (b) The amount of Net Income and operating expenses for the following 12 months you report on the Work Sheet.
- **b.** The Additional Condition, Coinsurance, is suspended until:
 - 12 months after the effective date of this Optional Coverage; or
 - **(2)** The expiration date of this policy; whichever occurs first.
- c. We will reinstate the Additional Condition, Coinsurance, automatically if you do not submit a new Work Sheet and Agreed Value:
 - (1) Within 12 months of the effective date of this Optional Coverage; or
 - (2) When you request a change in your Business Income Limit of Insurance.
- d. If the Business Income Limit of Insurance is less than the Agreed Value, we will not pay more of any loss than the amount of loss multiplied by:
 - (1) The Business Income Limit of Insurance; divided by
 - (2) The Agreed Value.

EXAMPLE

When: The Limit of Insurance is: \$100,000

The Agreed Value is: \$200,000 The amount of loss is: \$80,000

Step (1): $$100,000 \div $200,000 = .50$ Step (2): $.50 \times $80,000 = $40,000$

We will pay \$40,000. The remaining \$40,000 is not covered.

4. Extended Period Of Indemnity

Under Paragraph A.5.c., Extended Business Income, the number 30 in Subparagraphs (1)(b) and (2)(b) is replaced by the number shown in the Declarations for this Optional Coverage.

F. Definitions

"Finished stock" means stock you have manufactured.

"Finished stock" also includes whiskey and alcoholic products being aged, unless there is a Coinsurance percentage shown for Business Income in the Declarations.

"Finished stock" does not include stock you have manufactured that is held for sale on the premises of any retail outlet insured under this Coverage Part.

- 2. "Operations" means:
 - Your business activities occurring at the described premises; and
 - **b.** The tenantability of the described premises, if coverage for Business Income Including "Rental Value" or "Rental Value" applies.
- "Period of restoration" means the period of time that:
 - a. Begins:
 - 72 hours after the time of direct physical loss or damage for Business Income Coverage; or
 - (2) Immediately after the time of direct physical loss or damage for Extra Expense Coverage;

caused by or resulting from any Covered Cause of Loss at the described premises; and

- **b.** Ends on the earlier of:
 - (1) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - (2) The date when business is resumed at a new permanent location.

"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

- Regulates the construction, use or repair, or requires the tearing down, of any property; or
- (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

- 4. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- "Rental Value" means Business Income that consists of:
 - a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred as rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, including fair rental value of any portion of the described premises which is occupied by you; and
 - **b.** Continuing normal operating expenses incurred in connection with that premises, including:
 - (1) Payroll; and
 - (2) The amount of charges which are the legal obligation of the tenant(s) but would otherwise be your obligations.
- **6.** "Suspension" means:
 - **a.** The slowdown or cessation of your business activities; or
 - b. That a part or all of the described premises is rendered untenantable, if coverage for Business Income Including "Rental Value" or "Rental Value" applies.

COMMERCIAL PROPERTY

COMMERCIAL PROPERTY CONDITIONS

This Coverage Part is subject to the following conditions, the Common Policy Conditions and applicable Loss Conditions and Additional Conditions in Commercial Property Coverage Forms.

A. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Part is void in any case of fraud by you as it relates to this Coverage Part at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

- 1. This Coverage Part;
- 2. The Covered Property;
- 3. Your interest in the Covered Property; or
- 4. A claim under this Coverage Part.

B. CONTROL OF PROPERTY

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

D. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Part unless:

- 1. There has been full compliance with all of the terms of this Coverage Part; and
- The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

E. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

F. NO BENEFIT TO BAILEE

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

G. OTHER INSURANCE

- You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
- 2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

H. POLICY PERIOD. COVERAGE TERRITORY

Under this Coverage Part:

- 1. We cover loss or damage commencing:
 - a. During the policy period shown in the Declarations; and
 - **b.** Within the coverage territory.
- 2. The coverage territory is:
 - **a.** The United States of America (including its territories and possessions);
 - b. Puerto Rico; and
 - c. Canada.

I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- Prior to a loss to your Covered Property or Covered Income.
- 2. After a loss to your Covered Property or Covered Income only if, at time of loss, that party is one of the following:
 - **a.** Someone insured by this insurance;
 - **b.** A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you; or
 - c. Your tenant.

This will not restrict your insurance.

COMMERCIAL PROPERTY CP 01 40 07 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART STANDARD PROPERTY POLICY

- **A.** The exclusion set forth in Paragraph **B.** applies to all coverage under all forms and endorsements that comprise this Coverage Part or Policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.
- B. We will not pay for loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.
 - However, this exclusion does not apply to loss or damage caused by or resulting from "fungus", wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this Coverage Part or Policy.
- C. With respect to any loss or damage subject to the exclusion in Paragraph B., such exclusion supersedes any exclusion relating to "pollutants".

- D. The following provisions in this Coverage Part or Policy are hereby amended to remove reference to bacteria:
 - 1. Exclusion of "Fungus", Wet Rot, Dry Rot And Bacteria; and
 - 2. Additional Coverage Limited Coverage for "Fungus", Wet Rot, Dry Rot And Bacteria, including any endorsement increasing the scope or amount of coverage.
- E. The terms of the exclusion in Paragraph B., or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part or Policy.

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COMMERCIAL PROPERTY CP 03 20 10 92

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MULTIPLE DEDUCTIBLE FORM

(FIXED DOLLAR DEDUCTIBLES)

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
BUILDERS' RISK COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
STANDARD PROPERTY POLICY
TOBACCO SALES WAREHOUSES COVERAGE FORM

SCHEDULE *

The Deductibles applicable to any one occurrence are shown below:

Prem. No.	Bldg. No.	Deductible	Covered Causes of Loss **
00001	ALL	\$1,000	(1)
00002	ALL	\$10,000	(1)
00003	ALL	\$1,000	(1)
00004	ALL	\$1,000	(1)
00005	ALL	\$1,000	(1)
00006	ALL	\$1,000	(1)
00007	ALL	\$1,000	(1)
80000	ALL	\$1,000	(1)
00009	ALL	\$10,000	(1)
00010	ALL	\$1,000	(1)
00011	ALL	\$5,000	(1)
00012	ALL	\$10,000	(1)

^{*} Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

- (1) All Covered Causes of Loss
- (2) All Covered Causes of Loss except Windstorm or Hail
- (3) All Covered Causes of Loss except Theft
- (4) All Covered Causes of Loss except Windstorm or Hail and Theft
- (5) Windstorm or Hail
- (6) Theft

The following is added to the DEDUCTIBLE section:

- **A.** In the event that loss or damage occurs to Covered Property at more than one building location as a result of one occurrence, the largest applicable deductible for that Covered Cause of Loss, shown in the Schedule above or in the Declarations, will apply.
- **B.** The terms of this endorsement do not apply to any Earthquake Deductible or to any Windstorm or Hail Percentage Deductible provided elsewhere in this policy.

^{**} For each deductible listed in this Schedule, enter the number corresponding to the Covered Cause(s) of Loss to which that deductible applies (or enter the description):

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MULTIPLE DEDUCTIBLE FORM

(FIXED DOLLAR DEDUCTIBLES)

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
BUILDERS' RISK COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
STANDARD PROPERTY POLICY
TOBACCO SALES WAREHOUSES COVERAGE FORM

SCHEDULE *

The Deductibles applicable to any one occurrence are shown below:

Prem. No.	Bldg. No.	Deductible	Covered Causes of Loss **
00013	ALL	\$1,000	(1)
00014	ALL	\$1,000	(1)
00015	ALL	\$1,000	(1)
00016	ALL	\$1,000	(1)
00017	ALL	\$1,000	(1)
00018	ALL	\$1,000	(1)
00019	ALL	\$1,000	(1)
00020	ALL	\$1,000	(1)
00021	ALL	\$5,000	(1)
00022	ALL	\$1,000	(1)
00023	ALL	\$1,000	(1)
00024	ALL	\$1,000	(1)

^{*} Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

- (1) All Covered Causes of Loss
- (2) All Covered Causes of Loss except Windstorm or Hail
- (3) All Covered Causes of Loss except Theft
- (4) All Covered Causes of Loss except Windstorm or Hail and Theft
- (5) Windstorm or Hail
- (6) Theft

The following is added to the DEDUCTIBLE section:

- **A.** In the event that loss or damage occurs to Covered Property at more than one building location as a result of one occurrence, the largest applicable deductible for that Covered Cause of Loss, shown in the Schedule above or in the Declarations, will apply.
- **B.** The terms of this endorsement do not apply to any Earthquake Deductible or to any Windstorm or Hail Percentage Deductible provided elsewhere in this policy.

^{**} For each deductible listed in this Schedule, enter the number corresponding to the Covered Cause(s) of Loss to which that deductible applies (or enter the description):

COMMERCIAL PROPERTY CP 03 20 10 92

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MULTIPLE DEDUCTIBLE FORM

(FIXED DOLLAR DEDUCTIBLES)

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
BUILDERS' RISK COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
STANDARD PROPERTY POLICY
TOBACCO SALES WAREHOUSES COVERAGE FORM

SCHEDULE *

The Deductibles applicable to any one occurrence are shown below:

Prem. No.	Bldg. No.	Deductible	Covered Causes of Loss **
00025	ALL	\$1,000	(1)
00026	ALL	\$1,000	(1)
00027	ALL	\$1,000	(1)
00028	ALL	\$10,000	(1)
00029	ALL	\$10,000	(1)
00030	ALL	\$1,000	(1)
00031	ALL	\$1,000	(1)
00032	ALL	\$1,000	(1)
00033	ALL	\$1,000	(1)
00034	ALL	\$1,000	(1)
00035	ALL	\$1,000	(1)
00036	ALL	\$10,000	(1)

^{*} Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

- (1) All Covered Causes of Loss
- (2) All Covered Causes of Loss except Windstorm or Hail
- (3) All Covered Causes of Loss except Theft
- (4) All Covered Causes of Loss except Windstorm or Hail and Theft
- (5) Windstorm or Hail
- (6) Theft

The following is added to the DEDUCTIBLE section:

- **A.** In the event that loss or damage occurs to Covered Property at more than one building location as a result of one occurrence, the largest applicable deductible for that Covered Cause of Loss, shown in the Schedule above or in the Declarations, will apply.
- **B.** The terms of this endorsement do not apply to any Earthquake Deductible or to any Windstorm or Hail Percentage Deductible provided elsewhere in this policy.

^{**} For each deductible listed in this Schedule, enter the number corresponding to the Covered Cause(s) of Loss to which that deductible applies (or enter the description):

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MULTIPLE DEDUCTIBLE FORM

(FIXED DOLLAR DEDUCTIBLES)

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
BUILDERS' RISK COVERAGE FORM
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STANDARD PROPERTY POLICY
TOBACCO SALES WAREHOUSES COVERAGE FORM

SCHEDULE *

The Deductibles applicable to any one occurrence are shown below:

Prem. No.	Bldg. No.	Deductible	Covered Causes of Loss **
00037	ALL	\$1,000	(1)
00038	ALL	\$1,000	(1)
00039	ALL	\$1,000	(1)
00040	ALL	\$1,000	(1)
00041	ALL	\$1,000	(1)
00042	ALL	\$1,000	(1)
00043	ALL	\$10,000	(1)
00044	ALL	\$1,000	(1)
00045	ALL	\$1,000	(1)
00046	ALL	\$1,000	(1)
00047	ALL	\$10,000	(1)
00048	ALL	\$10,000	(1)

^{*} Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

- (1) All Covered Causes of Loss
- (2) All Covered Causes of Loss except Windstorm or Hail
- (3) All Covered Causes of Loss except Theft
- (4) All Covered Causes of Loss except Windstorm or Hail and Theft
- (5) Windstorm or Hail
- (6) Theft

The following is added to the DEDUCTIBLE section:

- **A.** In the event that loss or damage occurs to Covered Property at more than one building location as a result of one occurrence, the largest applicable deductible for that Covered Cause of Loss, shown in the Schedule above or in the Declarations, will apply.
- **B.** The terms of this endorsement do not apply to any Earthquake Deductible or to any Windstorm or Hail Percentage Deductible provided elsewhere in this policy.

^{**} For each deductible listed in this Schedule, enter the number corresponding to the Covered Cause(s) of Loss to which that deductible applies (or enter the description):

COMMERCIAL PROPERTY CP 03 20 10 92

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MULTIPLE DEDUCTIBLE FORM

(FIXED DOLLAR DEDUCTIBLES)

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
BUILDERS' RISK COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
STANDARD PROPERTY POLICY
TOBACCO SALES WAREHOUSES COVERAGE FORM

SCHEDULE *

The Deductibles applicable to any one occurrence are shown below:

Prem. No.	Bldg. No.	Deductible	Covered Causes of Loss **
00049	ALL	\$1,000	(1)
00050	ALL	\$10,000	(1)
00051	ALL	\$10,000	(1)
00052	ALL	\$1,000	(1)
00053	ALL	\$1,000	(1)

- * Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.
- ** For each deductible listed in this Schedule, enter the number corresponding to the Covered Cause(s) of Loss to which that deductible applies (or enter the description):
 - (1) All Covered Causes of Loss
 - (2) All Covered Causes of Loss except Windstorm or Hail
 - (3) All Covered Causes of Loss except Theft
 - (4) All Covered Causes of Loss except Windstorm or Hail and Theft
 - (5) Windstorm or Hail
 - (6) Theft

The following is added to the DEDUCTIBLE section:

- **A.** In the event that loss or damage occurs to Covered Property at more than one building location as a result of one occurrence, the largest applicable deductible for that Covered Cause of Loss, shown in the Schedule above or in the Declarations, will apply.
- **B.** The terms of this endorsement do not apply to any Earthquake Deductible or to any Windstorm or Hail Percentage Deductible provided elsewhere in this policy.

POLICY NUMBER: PHPK1972850 COMMERCIAL PROPERTY
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
BUILDERS RISK COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
STANDARD PROPERTY POLICY
TOBACCO SALES WAREHOUSES COVERAGE FORM

SCHEDULE

Premises Number	Building Number	Windstorm Or Hail Deductible Percentage – Enter 1%, 2% Or 5%		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

The Windstorm or Hail Deductible, as shown in the Schedule and set forth in this endorsement, applies to covered loss or damage caused directly or indirectly by Windstorm or Hail. This Deductible applies to each occurrence of Windstorm or Hail.

Nothing in this endorsement implies or affords coverage for any loss or damage that is excluded under the terms of the Water Exclusion or any other exclusion in this policy. If this policy is endorsed to cover Flood under the Flood Coverage Endorsement (or if you have a flood insurance policy), a separate Flood Deductible applies to loss or damage attributable to Flood, in accordance with the terms of that endorsement or policy.

As used in this endorsement, the terms "specific insurance" and "blanket insurance" have the following meanings: Specific insurance covers each item of insurance (for example, each building or personal property in a building) under a separate Limit of Insurance. Blanket insurance covers two or more items of insurance (for example, a building and personal property in that building, or two buildings) under a single Limit of Insurance. Items of insurance and corresponding Limit(s) of Insurance are shown in the Declarations.

WINDSTORM OR HAIL DEDUCTIBLE CALCULATIONS

A. Calculation Of The Deductible - All Policies

- 1. A Deductible is calculated separately for, and applies separately to:
 - a. Each building that sustains loss or damage;
 - **b.** The personal property at each building at which there is loss or damage to personal property;
 - c. Personal property in the open.

If there is damage to both a building and personal property in that building, separate deductibles apply to the building and to the personal property.

- 2. We will not pay for loss or damage until the amount of loss or damage exceeds the applicable Deductible. We will then pay the amount of loss or damage in excess of that Deductible, up to the applicable Limit of Insurance, after any reduction required by any of the following: Coinsurance Condition; Agreed Value Optional Coverage; any provision in a Value Reporting Form relating to full reporting or failure to submit reports.
- 3. When property is covered under the Coverage Extension for Newly Acquired Or Constructed Property: In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to a percentage of the value(s) of the property at time of loss. The applicable percentage for Newly Acquired Or Constructed Property is the highest percentage shown in the Schedule for any described premises.

B. Calculation Of The Deductible – Specific Insurance Other than Builders' Risk

1. Property Not Subject To Value Reporting Forms

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 1%, 2% or 5% (as shown in the Schedule) of the Limit(s) of Insurance applicable to the property that has sustained loss or damage.

2. Property Subject To Value Reporting Forms

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 1%, 2% or 5% (as shown in the Schedule) of the value(s) of the property that has sustained loss or damage. The value(s) to be used are the latest value(s) shown in the most recent Report of Values on file with us.

However:

- a. If the most recent Report of Values shows less than the full value(s) of the property on the report dates, we will determine the deductible amount as a percentage of the full value(s) as of the report dates.
- b. If the first Report of Values is not filed with us prior to loss or damage, we will determine the deductible amount as a percentage of the applicable Limit(s) of Insurance.

C. Calculation Of The Deductible – Blanket Insurance Other Than Builders' Risk

1. Property Not Subject To Value Reporting Forms

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 1%, 2% or 5% (as shown in the Schedule) of the value(s) of the property that has sustained loss or damage. The value(s) to be used are those shown in the most recent Statement of Values on file with us.

2. Property Subject To Value Reporting Forms

In determining the amount, if any, that we will pay for property that has sustained loss or damage, we will deduct an amount equal to 1%, 2% or 5% (as shown in the Schedule) of the value(s) of that property as of the time of loss or damage.

D. Calculation Of The Deductible – Builders' Risk Insurance

1. Builders' Risk Other Than Reporting Form

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 1%, 2% or 5% (as shown in the Schedule) of the actual cash value(s) of that property as of the time of loss or damage.

2. Builders' Risk Reporting Form

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 1%, 2% or 5% (as shown in the Schedule) of the value(s) of the property that has sustained loss or damage. The value(s) to be used are the actual cash value(s) shown in the most recent Report of Values on file with us.

However:

- a. If the most recent Report of Values shows less than the actual cash value(s) of the property on the report date, we will determine the deductible amount as a percentage of the actual cash value(s) as of the report date.
- b. If the first Report of Values is not filed with us prior to loss or damage, we will determine the deductible amount as a percentage of the actual cash value(s) of the property as of the time of loss or damage.

EXAMPLES – APPLICATION OF DEDUCTIBLE EXAMPLE #1 – SPECIFIC INSURANCE (B.1.)

The amount of loss to the damaged building is \$60,000.

The value of the damaged building at time of loss is \$100,000. The Coinsurance percentage shown in the Declarations is 80%; the minimum Limit of Insurance needed to meet the Coinsurance requirement is \$80,000 (80% of \$100,000).

The **actual** Limit of Insurance on the damaged building is \$70,000.

The Deductible is 1%.

Step (1): $$70,000 \div $80,000 = .875$ Step (2): $$60,000 \times .875 = $52,500$ Step (3): $$70,000 \times 1\% = 700

Step (4): \$52,500 - \$700 = \$51,800

The most we will pay is \$51,800. The remainder of the loss, \$8,200, is not covered due to the Coinsurance penalty for inadequate insurance (Steps (1) and (2)) and the application of the Deductible (Steps (3) and (4)).

EXAMPLE #2 - SPECIFIC INSURANCE (B.1.)

The amounts of loss to the damaged property are \$60,000 (Building) and \$40,000 (Personal Property in building).

The value of the damaged building at time of loss is \$100,000. The value of the personal property in that building is \$80,000. The Coinsurance percentage shown in the Declarations is 80%; the minimum Limits of Insurance needed to meet the Coinsurance requirement are \$80,000 (80% of \$100,000) for the building and \$64,000 (80% of \$80,000) for the personal property.

The **actual** Limits of Insurance on the damaged property are \$80,000 on the building and \$64,000 on the personal property (therefore no Coinsurance penalty).

The Deductible is 2%.

BUILDING

Step (1): \$80,000 x 2% = \$1,600 Step (2): \$60,000 - \$1,600 = \$58,400

PERSONAL PROPERTY

Step (1): \$64,000 x 2% = \$1,280 Step (2): \$40,000 - \$1,280 = \$38,720

The most we will pay is \$97,120. The portion of the total loss not covered due to application of the Deductible is \$2,880.

EXAMPLE #3 – BLANKET INSURANCE (C.1.)

The sum of the values of Building #1 (\$500,000), Building #2 (\$500,000) and Building #3 (\$1,000,000), as shown in the most recent Statement of Values on file with us, is \$2,000,000.

The Coinsurance percentage shown in the Declarations is 90%; the minimum Blanket Limit of Insurance needed to meet the Coinsurance requirement is \$1,800,000 (90% of \$2,000,000).

The **actual** Blanket Limit of Insurance covering Buildings #1, #2, and #3, shown in the Declarations, is \$1,800,000 (therefore no Coinsurance penalty).

Buildings #1 and #2 have sustained damage; the amounts of loss to these buildings are \$40,000 (Building #1) and \$20,000 (Building #2).

The Deductible is 2%.

BUILDING #1

Step (1): $$500,000 \times 2\% = $10,000$ Step (2): \$40,000 - \$10,000 = \$30,000

BUILDING #2

Step (1): $$500,000 \times 2\% = $10,000$ Step (2): \$20,000 - \$10,000 = \$10,000

The most we will pay is \$40,000. The portion of the total loss not covered due to application of the Deductible is \$20,000.

EXAMPLE #4 – BLANKET INSURANCE (C.1.)

The sum of the values of Building #1 (\$500,000), Building #2 (\$500,000), Personal Property at Building #1 (\$250,000) and Personal Property at Building #2 (\$250,000), as shown in the most recent Statement of Values on file with us, is \$1,500,000.

The Coinsurance percentage shown in the Declarations is 90%; the minimum Blanket Limit of Insurance needed to meet the Coinsurance requirement is \$1,350,000 (90% of \$1,500,000).

The **actual** Blanket Limit of Insurance covering Buildings #1 and #2 and Personal Property at Buildings #1 and #2, shown in the Declarations, is \$1,350,000. Therefore there is no Coinsurance penalty.

Building #1 and Personal Property at Building #1 have sustained damage; the amounts of loss are \$95,000 (Building) and \$5,000 (Personal Property).

The Deductible is 5%.

BUILDING

Step (1): $$500,000 \times 5\% = $25,000$ Step (2): \$95,000 - \$25,000 = \$70,000

PERSONAL PROPERTY

Step (1): $$250,000 \times 5\% = $12,500$

The loss, \$5,000, does not exceed the Deductible.

The most we will pay is \$70,000. The remainder of the building loss, \$25,000, is not covered due to application of the Deductible. There is no loss payment for the personal property.

COMMERCIAL PROPERTY CP 10 30 06 07

CAUSES OF LOSS – SPECIAL FORM

Words and phrases that appear in quotation marks have special meaning. Refer to Section G., Definitions.

A. Covered Causes Of Loss

When Special is shown in the Declarations, Covered Causes of Loss means Risks Of Direct Physical Loss unless the loss is:

- 1. Excluded in Section B., Exclusions; or
- **2.** Limited in Section **C.,** Limitations; that follow.

B. Exclusions

 We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

a. Ordinance Or Law

The enforcement of any ordinance or law:

- (1) Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, Ordinance Or Law, applies whether the loss results from:

- (a) An ordinance or law that is enforced even if the property has not been damaged; or
- (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

b. Earth Movement

- (1) Earthquake, including any earth sinking, rising or shifting related to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

(4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in **b.(1)** through **(4)** above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

(5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

Volcanic Action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic Action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.

d. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

e. Utility Services

The failure of power, communication, water or other utility service supplied to the described premises, however caused, if the failure:

- (1) Originates away from the described premises; or
- (2) Originates at the described premises, but only if such failure involves equipment used to supply the utility service to the described premises from a source away from the described premises.

Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Loss or damage caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

But if the failure or surge of power, or the failure of communication, water or other utility service, results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

Communication services include but are not limited to service relating to Internet access or access to any electronic, cellular or satellite network.

f. War And Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

q. Water

- (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not:
- (2) Mudslide or mudflow;
- (3) Water that backs up or overflows from a sewer, drain or sump; or
- (4) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - **(b)** Basements, whether paved or not; or
 - (c) Doors, windows or other openings.

But if Water, as described in **g.(1)** through **g.(4)** above, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

h. "Fungus", Wet Rot, Dry Rot And Bacteria

Presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria.

But if "fungus", wet or dry rot or bacteria results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion does not apply:

- 1. When "fungus", wet or dry rot or bacteria results from fire or lightning; or
- To the extent that coverage is provided in the Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria with respect to loss or damage by a cause of loss other than fire or lightning.

Exclusions **B.1.a.** through **B.1.h.** apply whether or not the loss event results in widespread damage or affects a substantial area.

- 2. We will not pay for loss or damage caused by or resulting from any of the following:
 - a. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:
 - (1) Electrical or electronic wire, device, appliance, system or network; or
 - (2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

- (a) Electrical current, including arcing;
- **(b)** Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (c) Pulse of electromagnetic energy; or
- (d) Electromagnetic waves or microwaves.

But if fire results, we will pay for the loss or damage caused by that fire.

- **b.** Delay, loss of use or loss of market.
- **c.** Smoke, vapor or gas from agricultural smudging or industrial operations.
- d. (1) Wear and tear;
 - (2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
 - (3) Smog;
 - (4) Settling, cracking, shrinking or expansion;
 - (5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.
 - (6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.
 - (7) The following causes of loss to personal property:
 - (a) Dampness or dryness of atmosphere;
 - **(b)** Changes in or extremes of temperature; or
 - (c) Marring or scratching.

But if an excluded cause of loss that is listed in 2.d.(1) through (7) results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

- e. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
- f. Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.
- g. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
 - (1) You do your best to maintain heat in the building or structure; or
 - (2) You drain the equipment and shut off the supply if the heat is not maintained.
- h. Dishonest or criminal act by you, any of your partners, members, officers, managers, employees (including leased employees), directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose:
 - Acting alone or in collusion with others; or
 - (2) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of destruction by your employees (including leased employees); but theft by employees (including leased employees) is not covered.

- i. Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- j. Rain, snow, ice or sleet to personal property in the open.

- k. Collapse, including any of the following conditions of property or any part of the property:
 - (1) An abrupt falling down or caving in;
 - (2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
 - (3) Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to (1) or (2) above.

But if collapse results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion, **k.**, does not apply:

- (a) To the extent that coverage is provided under the Additional Coverage – Collapse; or
- **(b)** To collapse caused by one or more of the following:
 - (i) The "specified causes of loss";
 - (ii) Breakage of building glass;
 - (iii) Weight of rain that collects on a roof; or
 - (iv) Weight of people or personal property.
- I. Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion, **I.**, does not apply to damage to glass caused by chemicals applied to the glass.

- m. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
- 3. We will not pay for loss or damage caused by or resulting from any of the following, 3.a. through 3.c. But if an excluded cause of loss that is listed in 3.a. through 3.c. results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

- a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss or damage.
- **b.** Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
- c. Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction:
 - (3) Materials used in repair, construction, renovation or remodeling; or
 - (4) Maintenance;

of part or all of any property on or off the described premises.

4. Special Exclusions

The following provisions apply only to the specified Coverage Forms.

a. Business Income (And Extra Expense)
Coverage Form, Business Income
(Without Extra Expense) Coverage Form,
Or Extra Expense Coverage Form

We will not pay for:

- (1) Any loss caused by or resulting from:
 - (a) Damage or destruction of "finished stock"; or
 - **(b)** The time required to reproduce "finished stock".

This exclusion does not apply to Extra Expense.

- (2) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers.
- (3) Any increase of loss caused by or resulting from:
 - (a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or

- (b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your Business Income during the "period of restoration" and any extension of the "period of restoration" in accordance with the terms of the Extended Business Income Additional Coverage and the Extended Period Of Indemnity Optional Coverage or any variation of these.
- (4) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration".
- (5) Any other consequential loss.

b. Leasehold Interest Coverage Form

- (1) Paragraph **B.1.a.**, Ordinance Or Law, does not apply to insurance under this Coverage Form.
- (2) We will not pay for any loss caused by:
 - (a) Your cancelling the lease;
 - **(b)** The suspension, lapse or cancellation of any license; or
 - (c) Any other consequential loss.

c. Legal Liability Coverage Form

- (1) The following exclusions do not apply to insurance under this Coverage Form:
 - (a) Paragraph B.1.a., Ordinance Or Law:
 - **(b)** Paragraph **B.1.c.,** Governmental Action;
 - (c) Paragraph B.1.d., Nuclear Hazard;
 - (d) Paragraph B.1.e., Utility Services; and
 - (e) Paragraph **B.1.f.**, War And Military Action.

(2) The following additional exclusions apply to insurance under this Coverage Form:

(a) Contractual Liability

We will not defend any claim or "suit", or pay damages that you are legally liable to pay, solely by reason of your assumption of liability in a contract or agreement. But this exclusion does not apply to a written lease agreement in which you have assumed liability for building damage resulting from an actual or attempted burglary or robbery, provided that:

- (i) Your assumption of liability was executed prior to the accident; and
- (ii) The building is Covered Property under this Coverage Form.

(b) Nuclear Hazard

We will not defend any claim or "suit", or pay any damages, loss, expense or obligation, resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

5. Additional Exclusion

The following provisions apply only to the specified property.

LOSS OR DAMAGE TO PRODUCTS

We will not pay for loss or damage to any merchandise, goods or other product caused by or resulting from error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or repair. This exclusion applies to any effect that compromises the form, substance or quality of the product. But if such error or omission results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

C. Limitations

The following limitations apply to all policy forms and endorsements, unless otherwise stated.

- We will not pay for loss of or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section.
 - a. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
 - **b.** Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
 - c. The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
 - (1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
 - (2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.
 - **d.** Building materials and supplies not attached as part of the building or structure, caused by or resulting from theft.

However, this limitation does not apply to:

- Building materials and supplies held for sale by you, unless they are insured under the Builders Risk Coverage Form; or
- (2) Business Income Coverage or Extra Expense Coverage.
- e. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.
- f. Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.

- 2. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:
 - a. Animals, and then only if they are killed or their destruction is made necessary.
 - **b.** Fragile articles such as statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:
 - (1) Glass; or
 - (2) Containers of property held for sale.
 - **c.** Builders' machinery, tools and equipment owned by you or entrusted to you, provided such property is Covered Property.

However, this limitation does not apply:

- (1) If the property is located on or within 100 feet of the described premises, unless the premises is insured under the Builders Risk Coverage Form; or
- (2) To Business Income Coverage or to Extra Expense Coverage.
- 3. The special limit shown for each category, a. through d., is the total limit for loss of or damage to all property in that category. The special limit applies to any one occurrence of theft, regardless of the types or number of articles that are lost or damaged in that occurrence. The special limits are:
 - **a.** \$2,500 for furs, fur garments and garments trimmed with fur.
 - b. \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.
 - **c.** \$2,500 for patterns, dies, molds and forms.
 - **d.** \$250 for stamps, tickets, including lottery tickets held for sale, and letters of credit.

These special limits are part of, not in addition to, the Limit of Insurance applicable to the Covered Property.

This limitation, **C.3.**, does not apply to Business Income Coverage or to Extra Expense Coverage.

- 4. We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire-extinguishing equipment if the damage:
 - **a.** Results in discharge of any substance from an automatic fire protection system; or
 - **b.** Is directly caused by freezing.

However, this limitation does not apply to Business Income Coverage or to Extra Expense Coverage.

D. Additional Coverage – Collapse

The coverage provided under this Additional Coverage – Collapse applies only to an abrupt collapse as described and limited in **D.1.** through **D.7.**

- For the purpose of this Additional Coverage Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.
- 2. We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that is insured under this Coverage Form or that contains Covered Property insured under this Coverage Form, if such collapse is caused by one or more of the following:
 - a. Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
 - b. Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
 - c. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation.
 - d. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:
 - (1) A cause of loss listed in 2.a. or 2.b.;
 - (2) One or more of the "specified causes of loss";
 - (3) Breakage of building glass;
 - (4) Weight of people or personal property; or
 - (5) Weight of rain that collects on a roof.

- This Additional Coverage Collapse does not apply to:
 - a. A building or any part of a building that is in danger of falling down or caving in;
 - **b.** A part of a building that is standing, even if it has separated from another part of the building; or
 - c. A building that is standing or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
- **4.** With respect to the following property:
 - **a.** Outdoor radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers;
 - **b.** Awnings, gutters and downspouts;
 - **c.** Yard fixtures;
 - **d.** Outdoor swimming pools;
 - e. Fences;
 - f. Piers, wharves and docks;
 - g. Beach or diving platforms or appurtenances;
 - h. Retaining walls; and
 - i. Walks, roadways and other paved surfaces;

if an abrupt collapse is caused by a cause of loss listed in **2.a.** through **2.d.**, we will pay for loss or damage to that property only if:

- (1) Such loss or damage is a direct result of the abrupt collapse of a building insured under this Coverage Form; and
- (2) The property is Covered Property under this Coverage Form.
- 5. If personal property abruptly falls down or caves in and such collapse is **not** the result of abrupt collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:
 - a. The collapse of personal property was caused by a cause of loss listed in 2.a. through 2.d.;
 - **b.** The personal property which collapses is inside a building; and
 - **c.** The property which collapses is not of a kind listed in **4.**, regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this Paragraph **5.** does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

- 6. This Additional Coverage Collapse does not apply to personal property that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
- This Additional Coverage Collapse will not increase the Limits of Insurance provided in this Coverage Part.
- **8.** The term Covered Cause of Loss includes the Additional Coverage Collapse as described and limited in **D.1.** through **D.7.**

E. Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria

- 1. The coverage described in E.2. and E.6. only applies when the "fungus", wet or dry rot or bacteria is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.
 - a. A "specified cause of loss" other than fire or lightning; or
 - **b.** Flood, if the Flood Coverage Endorsement applies to the affected premises.
- 2. We will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:
 - a. Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;
 - b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and
 - c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.

- 3. The coverage described under **E.2.** of this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) and Flood which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the "fungus", wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period.
- 4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.
 - If there is covered loss or damage to Covered Property, not caused by "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.
- 5. The terms of this Limited Coverage do not increase or reduce the coverage provided under Paragraph F.2. (Water Damage, Other Liquids, Powder Or Molten Material Damage) of this Causes Of Loss Form or under the Additional Coverage Collapse.
- 6. The following, 6.a. or 6.b., applies only if Business Income and/or Extra Expense Coverage applies to the described premises and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable Business Income and/or Extra Expense Coverage Form.

- a. If the loss which resulted in "fungus", wet or dry rot or bacteria does not in itself necessitate a "suspension" of "operations", but such "suspension" is necessary due to loss or damage to property caused by "fungus", wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
- b. If a covered "suspension" of "operations" was caused by loss or damage other than "fungus", wet or dry rot or bacteria but remediation of "fungus", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

F. Additional Coverage Extensions

1. Property In Transit

This Extension applies only to your personal property to which this form applies.

- a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.
- b. Loss or damage must be caused by or result from one of the following causes of loss:
 - Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
 - (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the roadbed.
 - (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.
- **c.** The most we will pay for loss or damage under this Extension is \$5,000.

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

2. Water Damage, Other Liquids, Powder Or Molten Material Damage

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes. This Coverage Extension does not increase the Limit of Insurance.

3. Glass

- a. We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.
- b. We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

This Coverage Extension, **F.3.**, does not increase the Limit of Insurance.

G. Definitions

- "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- "Specified causes of loss" means the following: fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire-extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.
 - a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
 - (1) The cost of filling sinkholes; or
 - **(2)** Sinking or collapse of land into manmade underground cavities.

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- **b.** Falling objects does not include loss or damage to:
 - (1) Personal property in the open; or
 - (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
- c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam.

COMMERCIAL PROPERTY CP 10 32 08 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATER EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART STANDARD PROPERTY POLICY

A. The exclusion in Paragraph **B.** replaces the **Water** Exclusion in this Coverage Part or Policy.

B. Water

- Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
- 2. Mudslide or mudflow;
- **3.** Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
- **4.** Water under the ground surface pressing on, or flowing or seeping through:
 - a. Foundations, walls, floors or paved surfaces;
 - **b.** Basements, whether paved or not; or
 - c. Doors, windows or other openings; or

 Waterborne material carried or otherwise moved by any of the water referred to in Paragraph 1., 3. or 4., or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs 1. through 5., is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs 1. through 5., results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

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COMMERCIAL PROPERTY CP 12 18 06 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM BUILDERS' RISK COVERAGE FORM CONDOMINIUM ASSOCIATION COVERAGE FORM CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM STANDARD PROPERTY POLICY

SCHEDULE

Premises Number:	00002	Building Number:	00001	Applicable Clause (Enter C., D., E., or F.):	С	
Description Of Prop		Reno Ave t City, OK 73110	0-2150			
Loss Payee Name: Loss Payee Addres	4333 Ed	ors Warranty of dgewood Rd NE Rapids, IA 52499				
Premises Number:	00009	Building Number:	00001	Applicable Clause (Enter C., D., E., or F.):	С	
Description Of Prop	oerty: 1401 SV Oklahor	W 3rd St ma City, OK 731	08-1413			
Loss Payee Name: Loss Payee Addres	<u>-</u> '					
Premises Number:	00010	Building Number:	00001	Applicable Clause (Enter C., D., E., or F.):	С	
Description Of Property: 1315 SW 3rd St Oklahoma City, OK 73108-1411						
Loss Payee Name: Midfirst Bank PO Box 54385 Loss Payee Address: Oklahoma City, OK 73154-1385						
Information required	to complete thi	s Schedule, if not sh	own above, will	be shown in the Declarati	ons.	

Page 1 of 3

- **A.** When this endorsement is attached to the Standard Property Policy **CP 00 99**, the term Coverage Part in this endorsement is replaced by the term Policy.
- **B.** Nothing in this endorsement increases the applicable Limit of Insurance. We will not pay any Loss Payee more than their financial interest in the Covered Property, and we will not pay more than the applicable Limit of Insurance on the Covered Property.

The following is added to the **Loss Payment** Loss Condition, as indicated in the Declarations or in the Schedule:

C. Loss Payable Clause

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

- 1. Adjust losses with you; and
- **2.** Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

D. Lender's Loss Payable Clause

- The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:
 - a. Warehouse receipts;
 - **b.** A contract for deed;
 - **c.** Bills of lading;
 - **d.** Financing statements; or
 - e. Mortgages, deeds of trust, or security agreements.
- 2. For Covered Property in which both you and a Loss Payee have an insurable interest:
 - a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.

- b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
- c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:
 - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so:
 - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
 - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

- d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:
 - (1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and
 - (2) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

- **3.** If we cancel this policy, we will give written notice to the Loss Payee at least:
 - a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - **b.** 30 days before the effective date of cancellation if we cancel for any other reason.
- **4.** If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

E. Contract Of Sale Clause

- The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.
- 2. For Covered Property in which both you and the Loss Payee have an insurable interest we will:
 - a. Adjust losses with you; and
 - b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.
- 3. The following is added to the Other Insurance Condition:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

F. Building Owner Loss Payable Clause

- **1.** The Loss Payee shown in the Schedule or in the Declarations is the owner of the described building, in which you are a tenant.
- 2. We will adjust losses to the described building with the Loss Payee. Any loss payment made to the Loss Payee will satisfy your claims against us for the owner's property.
- **3.** We will adjust losses to tenants' improvements and betterments with you, unless the lease provides otherwise.

CP 12 18 06 07

COMMERCIAL PROPERTY CP 12 18 06 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
BUILDERS' RISK COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
STANDARD PROPERTY POLICY

SCHEDULE

Premises Number:	00011	Building Number:	00001	Applicable Clause (Enter C., D., E., or F.):	С
Description Of Prop		W 23rd St ma City, OK 7310	07-2402		
Loss Payee Name: Loss Payee Addres	BancFin PO Box S: Oklahor		26-0788		
Premises Number:	00012	Building Number:	00001	Applicable Clause (Enter C., D., E., or F.):	С
Description Of Prop Loss Payee Name:	oerty: 316 S I Oklahor	Blackwelder Ave na City, OK 7310	08-1418		
Loss Payee Addres	PO Box	age Financial Se 660831 , TX 75266-0831	ervices		
Premises Number:	00012	Building Number:	00001	Applicable Clause (Enter C., D., E., or F.):	С
Description Of Property: 316 S Blackwelder Ave Oklahoma City, OK 73108-1418					
Canon Financial Services, Inc. PO Box 5008 Loss Payee Address: Mount Laurel, NJ 08054-5008					
Information required	to complete thi	s Schedule, if not sh	own above, will b	e shown in the Declaration	ons.

- **A.** When this endorsement is attached to the Standard Property Policy **CP 00 99**, the term Coverage Part in this endorsement is replaced by the term Policy.
- **B.** Nothing in this endorsement increases the applicable Limit of Insurance. We will not pay any Loss Payee more than their financial interest in the Covered Property, and we will not pay more than the applicable Limit of Insurance on the Covered Property.

The following is added to the **Loss Payment** Loss Condition, as indicated in the Declarations or in the Schedule:

C. Loss Payable Clause

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

- 1. Adjust losses with you; and
- **2.** Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

D. Lender's Loss Payable Clause

- The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:
 - a. Warehouse receipts;
 - **b.** A contract for deed;
 - **c.** Bills of lading;
 - **d.** Financing statements; or
 - e. Mortgages, deeds of trust, or security agreements.
- 2. For Covered Property in which both you and a Loss Payee have an insurable interest:
 - a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.

- b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
- c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:
 - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so:
 - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
 - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

- d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:
 - (1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and
 - (2) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

- **3.** If we cancel this policy, we will give written notice to the Loss Payee at least:
 - a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - **b.** 30 days before the effective date of cancellation if we cancel for any other reason.
- 4. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

E. Contract Of Sale Clause

- The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.
- 2. For Covered Property in which both you and the Loss Payee have an insurable interest we will:
 - a. Adjust losses with you; and
 - b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.
- The following is added to the Other Insurance Condition:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

F. Building Owner Loss Payable Clause

- **1.** The Loss Payee shown in the Schedule or in the Declarations is the owner of the described building, in which you are a tenant.
- 2. We will adjust losses to the described building with the Loss Payee. Any loss payment made to the Loss Payee will satisfy your claims against us for the owner's property.
- **3.** We will adjust losses to tenants' improvements and betterments with you, unless the lease provides otherwise.

CP 12 18 06 07

COMMERCIAL PROPERTY CP 12 18 06 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM BUILDERS' RISK COVERAGE FORM CONDOMINIUM ASSOCIATION COVERAGE FORM CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM STANDARD PROPERTY POLICY

SCHEDULE

Premises Number:	00012	Building Number:	00001	Applicable Clause (Enter C., D., E., or F.):	С
Description Of Prop		Blackwelder Ave na City, OK 731	08-1418		
Loss Payee Name:	ISAOA	apital Funding 1			
Loss Payee Addres	•-	surance Service FL 33197-9127	Center		
Premises Number:	00012	Building Number:	00001	Applicable Clause (Enter C., D., E., or F.):	С
Description Of Prop		Blackwelder Ave	08-1418		
Loss Payee Name:	c/o Ins	apital Funding, surance Service			
Loss Payee Addres	S: Miami,	FL 33197-9127			
Premises Number:	00012	Building Number:	00001	Applicable Clause (Enter C., D., E., or F.):	С
Description Of Property: 316 S Blackwelder Ave Oklahoma City, OK 73108-1418					
Loss Payee Name: MailFinance Inc. PO Box 3547					
Loss Payee Addres	s. Bellevi	ie, WA 98009-354	± /		
Information required	to complete thi	s Schedule, if not sh	own above, will b	oe shown in the Declarati	ons.

- **A.** When this endorsement is attached to the Standard Property Policy **CP 00 99**, the term Coverage Part in this endorsement is replaced by the term Policy.
- **B.** Nothing in this endorsement increases the applicable Limit of Insurance. We will not pay any Loss Payee more than their financial interest in the Covered Property, and we will not pay more than the applicable Limit of Insurance on the Covered Property.

The following is added to the **Loss Payment** Loss Condition, as indicated in the Declarations or in the Schedule:

C. Loss Payable Clause

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

- 1. Adjust losses with you; and
- 2. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

D. Lender's Loss Payable Clause

- The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:
 - a. Warehouse receipts;
 - **b.** A contract for deed;
 - **c.** Bills of lading;
 - **d.** Financing statements; or
 - e. Mortgages, deeds of trust, or security agreements.
- 2. For Covered Property in which both you and a Loss Payee have an insurable interest:
 - a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.

- b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
- c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:
 - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so:
 - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
 - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

- d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:
 - (1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and
 - (2) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

- **3.** If we cancel this policy, we will give written notice to the Loss Payee at least:
 - a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - **b.** 30 days before the effective date of cancellation if we cancel for any other reason.
- 4. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

E. Contract Of Sale Clause

- The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.
- 2. For Covered Property in which both you and the Loss Payee have an insurable interest we will:
 - a. Adjust losses with you; and
 - **b.** Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.
- The following is added to the Other Insurance Condition:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

F. Building Owner Loss Payable Clause

- **1.** The Loss Payee shown in the Schedule or in the Declarations is the owner of the described building, in which you are a tenant.
- 2. We will adjust losses to the described building with the Loss Payee. Any loss payment made to the Loss Payee will satisfy your claims against us for the owner's property.
- **3.** We will adjust losses to tenants' improvements and betterments with you, unless the lease provides otherwise.

CP 12 18 06 07

COMMERCIAL PROPERTY CP 12 18 06 07

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LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM BUILDERS' RISK COVERAGE FORM CONDOMINIUM ASSOCIATION COVERAGE FORM CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM STANDARD PROPERTY POLICY

SCHEDULE

Premises Number:	00012	Building Number:	00001	Applicable Clause (Enter C., D., E., or F.):	С
Description Of Prop		Blackwelder Ave ma City, OK 7310	08-1418		
Loss Payee Name: Loss Payee Addres	PO Box	st Bank 54385 na City, OK 731!	54-1385		
Premises Number:	00012	Building Number:	00001	Applicable Clause (Enter C., D., E., or F.):	С
Description Of Prop	oerty: 316 S I Oklahor	Blackwelder Ave ma City, OK 7310	08-1418		
Loss Payee Name: Loss Payee Addres	PO Box	Fargo Equipment 3547 1e, WA 98009-354			
Premises Number:	00029	Building Number:	00001	Applicable Clause (Enter C., D., E., or F.):	С
Description Of Property: 1930 N Kickapoo Ave Shawnee, OK 74804-2723					
Loss Payee Name: STORE Master Funding X, LLC, its successors and/or assigns Loss Payee Address: c/o KeyBank National Association Overland Park, KS 66211-1807					
Information required	to complete thi	s Schedule, if not sh	own above, will b	e shown in the Declaration	ons.

- **A.** When this endorsement is attached to the Standard Property Policy **CP 00 99**, the term Coverage Part in this endorsement is replaced by the term Policy.
- **B.** Nothing in this endorsement increases the applicable Limit of Insurance. We will not pay any Loss Payee more than their financial interest in the Covered Property, and we will not pay more than the applicable Limit of Insurance on the Covered Property.

The following is added to the **Loss Payment** Loss Condition, as indicated in the Declarations or in the Schedule:

C. Loss Payable Clause

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

- 1. Adjust losses with you; and
- **2.** Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

D. Lender's Loss Payable Clause

- The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:
 - a. Warehouse receipts;
 - **b.** A contract for deed;
 - **c.** Bills of lading;
 - **d.** Financing statements; or
 - Mortgages, deeds of trust, or security agreements.
- 2. For Covered Property in which both you and a Loss Payee have an insurable interest:
 - a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.

- b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
- c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:
 - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so:
 - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
 - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

- d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:
 - (1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and
 - (2) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

- **3.** If we cancel this policy, we will give written notice to the Loss Payee at least:
 - a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - **b.** 30 days before the effective date of cancellation if we cancel for any other reason.
- **4.** If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

E. Contract Of Sale Clause

- The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.
- 2. For Covered Property in which both you and the Loss Payee have an insurable interest we will:
 - a. Adjust losses with you; and
 - **b.** Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.
- 3. The following is added to the Other Insurance Condition:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

F. Building Owner Loss Payable Clause

- **1.** The Loss Payee shown in the Schedule or in the Declarations is the owner of the described building, in which you are a tenant.
- 2. We will adjust losses to the described building with the Loss Payee. Any loss payment made to the Loss Payee will satisfy your claims against us for the owner's property.
- **3.** We will adjust losses to tenants' improvements and betterments with you, unless the lease provides otherwise.

CP 12 18 06 07

COMMERCIAL PROPERTY CP 12 18 06 07

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LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM BUILDERS' RISK COVERAGE FORM CONDOMINIUM ASSOCIATION COVERAGE FORM CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM STANDARD PROPERTY POLICY

SCHEDULE

Premises Number:	00036	Building Number:	00001	Applicable Clause (Enter C., D., E., or F.):	С
Description Of Prop		N 164th St , OK 73013-8959			
Loss Payee Name: Loss Payee Addres	its suc s: c/o Key	Master Funding Nacessors and/or PBank National And Park, KS 6622	assigns Association		
Premises Number:	00043	Building Number:	00001	Applicable Clause (Enter C., D., E., or F.):	С
Description Of Prop	erty: 904 N I Ardmore	Rockford Pl e, OK 73401-2241	1		
Loss Payee Name: Loss Payee Addres	limited S: 70 E Lo	Limited Partners d partnership ong Lake Rd ield Hills, MI	- /	are	
Premises Number:	00045	Building Number:	00001	Applicable Clause (Enter C., D., E., or F.):	С
Description Of Property: 2400 12th Ave NE Ste 120 Norman, OK 73071-6841					
Loss Payee Name: Rock Creek Shopping Center PO Box 720637 Loss Payee Address: Norman, OK 73070-4481					
Information required	to complete thi	s Schedule, if not sh	own above, will b	e shown in the Declaration	ons.

- **A.** When this endorsement is attached to the Standard Property Policy **CP 00 99**, the term Coverage Part in this endorsement is replaced by the term Policy.
- **B.** Nothing in this endorsement increases the applicable Limit of Insurance. We will not pay any Loss Payee more than their financial interest in the Covered Property, and we will not pay more than the applicable Limit of Insurance on the Covered Property.

The following is added to the **Loss Payment** Loss Condition, as indicated in the Declarations or in the Schedule:

C. Loss Payable Clause

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

- 1. Adjust losses with you; and
- **2.** Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

D. Lender's Loss Payable Clause

- The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:
 - a. Warehouse receipts;
 - **b.** A contract for deed;
 - **c.** Bills of lading;
 - **d.** Financing statements; or
 - Mortgages, deeds of trust, or security agreements.
- 2. For Covered Property in which both you and a Loss Payee have an insurable interest:
 - a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.

- b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
- c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:
 - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so:
 - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
 - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

- d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:
 - (1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and
 - (2) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

- **3.** If we cancel this policy, we will give written notice to the Loss Payee at least:
 - a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - **b.** 30 days before the effective date of cancellation if we cancel for any other reason.
- 4. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

E. Contract Of Sale Clause

- The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.
- 2. For Covered Property in which both you and the Loss Payee have an insurable interest we will:
 - a. Adjust losses with you; and
 - b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.
- 3. The following is added to the Other Insurance Condition:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

F. Building Owner Loss Payable Clause

- **1.** The Loss Payee shown in the Schedule or in the Declarations is the owner of the described building, in which you are a tenant.
- 2. We will adjust losses to the described building with the Loss Payee. Any loss payment made to the Loss Payee will satisfy your claims against us for the owner's property.
- **3.** We will adjust losses to tenants' improvements and betterments with you, unless the lease provides otherwise.

CP 12 18 06 07

COMMERCIAL PROPERTY CP 12 18 06 07

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LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM BUILDERS' RISK COVERAGE FORM CONDOMINIUM ASSOCIATION COVERAGE FORM CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM STANDARD PROPERTY POLICY

SCHEDULE

Premises Number:	00047	Building Number:	00001	Applicable Clause (Enter C., D., E., or F.):	С		
Description Of Property: 801 E Lakeview Rd Stillwater, OK 74075-2837							
Loss Payee Name: Loss Payee Addres	PO Box	st Bank ISAOA Bu 54385 na City, OK 731!		ng			
Premises Number:	00050	Building Number:	00001	Applicable Clause (Enter C., D., E., or F.):	С		
Description Of Prop	erty: 2525 W Edmond	Danforth , OK 73012					
Loss Payee Name:	PO Box	th Development, 424	LLC				
Loss Payee Addres	S: Spence	r, OK 73084-0424	4				
Premises Number:		Building Number:		Applicable Clause (Enter C., D., E., or F.):			
Description Of Property:							
Loss Payee Name:							
Loss Payee Addres	s:						
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.							

- **A.** When this endorsement is attached to the Standard Property Policy **CP 00 99**, the term Coverage Part in this endorsement is replaced by the term Policy.
- **B.** Nothing in this endorsement increases the applicable Limit of Insurance. We will not pay any Loss Payee more than their financial interest in the Covered Property, and we will not pay more than the applicable Limit of Insurance on the Covered Property.

The following is added to the **Loss Payment** Loss Condition, as indicated in the Declarations or in the Schedule:

C. Loss Payable Clause

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

- 1. Adjust losses with you; and
- **2.** Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

D. Lender's Loss Payable Clause

- The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:
 - a. Warehouse receipts;
 - **b.** A contract for deed;
 - **c.** Bills of lading;
 - **d.** Financing statements; or
 - e. Mortgages, deeds of trust, or security agreements.
- 2. For Covered Property in which both you and a Loss Payee have an insurable interest:
 - a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.

- b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
- c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:
 - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so:
 - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
 - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

- d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:
 - (1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and
 - (2) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

- **3.** If we cancel this policy, we will give written notice to the Loss Payee at least:
 - a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - **b.** 30 days before the effective date of cancellation if we cancel for any other reason.
- 4. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

E. Contract Of Sale Clause

- The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.
- 2. For Covered Property in which both you and the Loss Payee have an insurable interest we will:
 - a. Adjust losses with you; and
 - b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.
- 3. The following is added to the Other Insurance Condition:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

F. Building Owner Loss Payable Clause

- **1.** The Loss Payee shown in the Schedule or in the Declarations is the owner of the described building, in which you are a tenant.
- 2. We will adjust losses to the described building with the Loss Payee. Any loss payment made to the Loss Payee will satisfy your claims against us for the owner's property.
- **3.** We will adjust losses to tenants' improvements and betterments with you, unless the lease provides otherwise.

CP 12 18 06 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY EQUIPMENT BREAKDOWN PROTECTION ENDORSEMENT

This endorsement modifies insurance provided under the following: PROPERTY COVERAGE PART

EQUIPMENT BREAKDOWN PROTECTION SCHEDULE

Premises: This endorsement applies to all Covered Premises specified elsewhere in this Policy.

Coverages, Limits of Insurance and Options: Insurance under this Endorsement applies only to coverages as set forth below.

COVERAGE	LIMIT OF INSURANCE
Limit per One Breakdown	The sum of Building, Business Personal Property,
	Business Income and Extra Expense Limit of Insurance at
	Covered Locations as per the Property Coverage Part
	Declarations.
Property Damage	The sum of Building and Business Personal Property Limit
	of Insurance at Covered Locations as per the Property
	Coverage Part Declarations
Business Income	The Business Income Limit of Insurance at Covered
	Locations as per the Property Coverage Part Declarations.
Business Income "Period of Restoration"	Per the Business Income Coverage Form
Extra Expense	The Extra Expense Limit of Insurance at Covered
	Locations as per the Property Coverage Part Declarations.
Spoilage Damage (including Utility	
Interruption-Spoilage Damage	\$100,000
Coverage for Utility Interruption-Spoilage	
Damage applies only if interruption lasts	
at least:	8 hours
Utility Services – Time Element	Included in the Business Income Limit of Insurance per
	the Property Coverage Part Declarations.
Coverage applies only if interruption lasts	
at least:	8 hours
Civil Authority	4 weeks
"Data" or "Media"	\$100,000
"Diagnostic Equipment"	\$250,000 maximum Limit of Insurance for any single piece
	of equipment
Expediting Expense	\$250,000
Extended "Period of Restoration"	Included in Business Income "Period of Restoration"
"Fungus", Wet Rot, Dry Rot and Bacteria	
Property Damage	As per the Covered Causes of Loss Form
Business Income and Extra Expense	30 Days
Newly Acquired or Constructed Property	As per the Building and Business Personal Property
Buildings	Coverage Form and any additional form that modifies this
Business Personal Property	coverage Limit of Insurance.
Ordinance or Law (Including Demolition	As per the Building and Business Personal Property
and Increased Cost of Construction)	Coverage Form and any additional form that modifies this
,	coverage Limit of Insurance
Pollutant Clean Up and Removal	\$100,000

Refrigerant Contamination	\$100,000
Time Element from Dependent Properties	\$250,000
Water Damage	\$100,000

OPTIONAL EQUIPMENT COVERAGE	
Power Generating Equipment	 Included subject to a maximum of: \$1,000,000 Building and Personal Property; and \$500,000 Business Income and Extra Expense
	Limit of Insurance ☐ Excluded

COVERAGE	DEDUCTIBLES	
Property Damage	Per the Property Coverage Part Declarations	
Business Income	Per the Property Coverage Part Declarations	
Extra Expense	Per the Property Coverage Part Declarations	
Spoilage Damage (including Utility	Included in the Building and Business Personal Property	
Interruption-Spoilage Damage	Deductible	
Utility Interruption-Time Element	24 hours	
Refrigerant Contamination:	Included in the Building and Business Personal Property Deductible	
Time Element from Dependent Properties	Included in the Business Income Deductible	
Other: Civil Authority and "Fungus", Wet Rot, Dry Rot Business Income and Extra Expense Thata" or "Media"; "Diagnostic Equipment"; Expediting Expense; "Fungus", Wet Rot, Dry Rot and Bacteria Property Damage; Newly Acquired or Constructed Property; Ordinance or Law (including Demolition and Increased Cost of Construction); Pollutant Clean Up and Removal; and Water Damage	 Included in the Business Income Deductible Included in Property Damage (Building and Business Personal Property) Deductible 	

ADDITIONAL COVERAGE EXTENSION, RESTRICTIONS, SPECIAL PROVISIONS:

The following definition is added to section F. DEFINITIONS:

"Perishable Goods" means any "Covered Property" that is maintained under controlled conditions for its preservation and that is susceptible to loss or damage if the controlled conditions change.

A. COVERAGE

As respects coverage provided under this Policy, the following coverage is added:

1. Equipment Breakdown Protection

Property Damage

We will pay for direct physical damage to "Covered Property" located at the Covered Premises described in the Equipment Breakdown Protection Schedule resulting from a "Breakdown" to "Covered Equipment".

The most we will pay is the Limit of Insurance for Property Damage indicated in the Equipment Breakdown Protection Schedule.

2. Coverage Extensions. As respects coverage provided under this Equipment Breakdown Protection Endorsement only, the following is added:

You may extend the insurance provided by this Equipment Breakdown Protection Endorsement as follows. If coverage is selected on the Equipment Breakdown Protection Schedule, the most we will pay under these Coverage Extensions are the Limits of Insurance in such Schedule. These limits are a part of and not in addition to the total "Limit per One Breakdown".

These coverages apply only to that portion of the loss or damage that is a direct result of a "Breakdown" to "Covered Equipment" that is not excluded elsewhere in this Policy or this Equipment Breakdown Protection Endorsement.

If any of the following Coverage Extensions are selected, the Limit of Insurance identified for the applicable coverage extension shown in the Equipment Breakdown Protection Endorsement shall replace any limit as may be found elsewhere in this Policy with regard to coverage provided under this Endorsement only.

a. Business Income

If Business Income is selected in the Equipment Breakdown Protection Schedule, coverage for Business Income as provided elsewhere in this Policy is extended to include loss and expense resulting from a "Breakdown" to "Covered Equipment".

b. Extra Expense

If Extra Expense is selected in the Equipment Breakdown Protection Schedule, coverage for Extra Expense as provided elsewhere in this Policy is extended to include loss and expense resulting from a "Breakdown" to "Covered Equipment".

c. Spoilage Damage

We will pay for:

- (1) Spoilage damage to "Perishable Goods".
- (2) Utility Interruption Spoilage

Spoilage damage to "Perishable Goods" that is caused by or results from an interruption in utility services that is the direct result of a "Breakdown" to "Covered Equipment" owned, operated or controlled by a private or public utility, landlord or other supplier with whom you have a contract to provide you with any of the following services: air conditioning, communication services, electric power, gas, heating, refrigeration, steam, water or waste treatment.

The interruption of such utility service to your Covered Premises must last at least the consecutive period of time shown in the Equipment Breakdown Protection Schedule for Utility Interruption – Spoilage. Once this waiting period is met, coverage will commence at the initial time of the interruption and will then be subject to the applicable deductible.

(3) Any necessary expenses you incur to reduce or avert the amount of loss under this Coverage Extension. We will pay such expenses to the extent they do not exceed the amount of loss that otherwise would have been payable under this Coverage Extension.

As respects spoilage damage caused by a "Breakdown" to "Covered Equipment" only, coverage provided under this Coverage Extension supersedes any other Spoilage coverage provided elsewhere in this policy.

d. Utility Services – Time Element

If Utility Services – Time Element coverage is included under this Equipment Breakdown Protection Endorsement and Business Income and/or Extra Expense is also covered under this Endorsement, the selected coverage(s) are extended to include loss resulting from the interruption of utility services provided all of the following conditions are met:

- (1) The interruption is the direct result of a "Breakdown" to "Covered Equipment" owned, operated or controlled by the local private or public utility or distributor that directly generates, transmits, distributes or provides utility services which you receive; and
- (2) The "Covered Equipment" is used to supply air conditioning, communication services, electric power, gas, heating, refrigeration, steam, water or waste treatment to your Premises; and
- (3) The interruption of utility service to your Covered Premises lasts at least the consecutive period of time shown in the Equipment Breakdown Protection Schedule.

e. Civil Authority

If Civil Authority is selected in the Equipment Breakdown Protection Schedule, coverage for Civil Authority as provided elsewhere in this Policy is extended to include loss and expense resulting from a "Breakdown to "Covered Equipment".

f. "Electronic Data" Or "Media" Coverage

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- (1) you purchase "Data" or "Media" coverage under this Equipment Breakdown Protection Endorsement; and
- (2) you have selected coverage for Business Income and/or Extra Expense under this Endorsement; and
- (3) "Media" is damaged or "Data" is lost or corrupted as a direct result of a "Breakdown" to "Covered Equipment";

we will pay your actual loss of "Business Income" and/or your "Extra Expenses" during the time necessary to:

- (i) Research, recreate, replace or restore the damaged "Media" or lost or corrupted "Data";
- (ii) Reprogram instructions used in any covered "Computer Equipment".

There shall be no coverage for any "Data" or "Media" that cannot be replaced, recreated, or restored

The most we will pay under this Coverage Extension for "Business Income" and/or your "Extra Expense" incurred is the Limit of Insurance indicated for "Data" or "Media" coverage in the Equipment Breakdown Protection Schedule.

g. Expediting Expense

With respect to your damaged "Covered Property", we will pay the reasonable extra cost to:

- (1) Make temporary repairs; and
- (2) Expedite permanent repairs or permanent replacement.

h. Extended "Period of Restoration"

The "Period of Restoration is extended by the number of consecutive days indicated in the Equipment Breakdown Protection Schedule.

i. "Fungus", Wet Rot, Dry Rot and Bacteria - Limited Coverage

Coverage for Limited Coverage – "Fungus" Wet Rot, Dry Rot and Bacteria as provided elsewhere in this policy is extended to include loss or expense resulting from a "Breakdown" to "Covered Equipment".

j. Newly Acquired or Constructed Property

If Newly Acquired or Constructed Property is selected in the Equipment Breakdown Protection Schedule, coverage for Newly Acquired or Constructed Property as provided elsewhere in this Policy is extended to loss and expense resulting from a "Breakdown" to "Covered Equipment".

k. Ordinance or Law (Including Demolition and Increased Cost of Construction)

If Ordinance or Law (Including Demolition and Increased Cost of Construction is selected in the Equipment Breakdown Protection Schedule, coverage for Ordinance or Law (Including Demolition and Increased Cost of Construction as provided elsewhere in this Policy is extended to include loss and expense resulting from a "Breakdown" to "Covered Equipment".

I. Pollutant Clean Up and Removal

If "Covered Property", including land or water owned by you at a described premises, is damaged, contaminated or polluted by a "Hazardous Substance" as a direct result of a "Breakdown" to "Covered Equipment", we will pay for any additional expenses incurred by you for clean-up, repair, replacement or disposal of the affected "Covered Property". As used here, additional expenses means the additional cost incurred over and above the amount that we would have paid had no "Hazardous Substance" been involved with the loss. Ammonia is not considered to be a "Hazardous Substance" as respects this limitation. If you have selected "Business Income" and/or "Extra Expense" coverages under this Equipment Breakdown Protection Endorsement, we will also pay for any loss of "Business Income" or "Extra Expense" caused by such damage, contamination or pollution. The maximum we will pay for damage to "Covered Property", "Business Income" and/or "Extra Expense" under this Coverage Extension shall be the Limit of Insurance indicated in the Equipment Breakdown Protection Schedule for Pollutant Clean Up and Removal.

m. Refrigerant Contamination

If "Covered Property" is contaminated by a refrigerant, including ammonia, as a direct result of a "Breakdown" to "Covered Equipment", we will pay for this kind of damage, including salvage expense and any additional expenses incurred by you for clean-up, repair, replacement or disposal of that property.

n. Time Element from Dependent Property

If Time Element from Dependent Property is selected in the Equipment Breakdown Protection Schedule, coverage for Time Element from Dependent Property as provided elsewhere in this Policy is extended to include loss and expense resulting from a "Breakdown" to "Covered Equipment".

o. Water Damage

If "Covered Property" is damaged by water as a direct result of a "Breakdown" to "Covered Equipment" we will pay for this kind of damage, including salvage expense.

B. EXCLUSIONS

1. As respects coverage provided under this Equipment Breakdown Protection Endorsement only, Exclusions B.2.a; B.2.d.(6); B.2.e. and Limitations C.1.a. and C.1.b. of the Causes Of Loss Form attached to this policy are deleted.

2. The following exclusions are added as respects coverage provided under this Equipment Breakdown Protection Endorsement only.

We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

- a. "Breakdown" resulting from or caused by capsizing, collapse, collision, upset or overturning of any mobile "Covered Equipment", the vehicle or floating vessel by which the mobile "Covered Equipment" is transported or the platform or other base on which the mobile "Covered Equipment" is positioned.
- b. Depletion, deterioration, corrosion, erosion, wear and tear, and rust. However, if a "Breakdown" ensues, we will pay the ensuing loss or damage not otherwise excluded.
- c. Earth Movement including, but not limited to, earthquake; landslide; land subsidence; mine subsidence; sinkhole collapse; or volcanic action; or other rising or shifting of earth that results from, contributes to, or is aggravated by any of the above, all whether naturally occurring or due to man-made or other artificial causes.
- d. An explosion. However, we will pay for direct loss or damage caused by an explosion of "Covered Equipment" of the following kind:
 - (1) Steam boiler; electric steam generator; steam piping; steam turbine; steam engine; or
 - (2) Gas turbine or any other moving or rotating machinery, when such explosion is caused by centrifugal force or mechanical breakdown.
- e. Fire, including smoke, and water or other means used to extinguish a fire even when the attempt is unsuccessful.
- f. "Fungus", wet rot and dry rot, and bacteria except as provided under Coverage Extensions, i. "Fungus", Wet Rot, Dry Rot and Bacteria Limited Coverage

g. Specified Perils

Loss caused by or resulting from: aircraft; civil commotion; collapse; combustion explosion; freezing caused by cold weather; hail; impact of aircraft, missile or vehicle; lightning; molten material; objects falling from aircraft or missiles; riot; smoke; vandalism; vehicles; weight of snow, ice or sleet; or windstorm.

However, we will pay for a "Breakdown" to "Covered Equipment" if one of the perils listed above occurs away from the Covered Premises described in the Equipment Breakdown Protection Schedule, and causes an electrical surge or other electrical disturbance that comes through utility transmission lines, if such electrical surge or disturbance is not covered elsewhere in this Policy.

h. Testing

Any "Breakdown" to "Covered Equipment" that takes place while the "Covered Equipment" is undergoing a test which subjects the "Covered Equipment" to greater than maximum allowable operating conditions as identified by the manufacturer of the "Covered Equipment".

i. Water

- (1) Flood, surface water, waves, tides, tidal waves, tsunami, overflow of any body of water, or their spray, all whether driven by wind or not;
- (2) Mudflow or mudslides; or
- (3) Water damage caused by backup of sewers, drains, or drainage piping.

all whether naturally occurring or due to manmade or other artificial causes.

However, we will pay the expenses you incur to dry out electrical "Covered Equipment" resulting from such causes of loss. We will not pay for any other resulting loss or expense.

- j. Water damage caused by the discharge or leakage of a sprinkler system, sewer piping or domestic water piping, unless such discharge or leakage is the direct result of a "Breakdown" to "Covered Equipment". The most we will pay for such water damage is the Limit of Insurance shown in the Equipment Breakdown Protection Schedule for Water Damage.
- k. With respect to Business Income, Extra Expense or Utility Services-Time Element coverages, the following additional exclusions will apply:
 - (1) The business that would not or could not have been carried on if the "Breakdown" had not occurred; or
 - (2) Your failure to use due diligence and dispatch to operate your business on as nearly normal a basis as practicable at the Covered Premises shown in the Equipment Breakdown Protection Schedule; or
 - (3) The suspension, lapse or cancellation of a contract following a "Breakdown" to "Covered Equipment" extending beyond the time business could have resumed if the contract had not lapsed, been suspended or cancelled.
- I. With respect to Utility Services–Spoilage and Utility Services-Time Element coverages, the following additional exclusions will apply:
 - (1) Acts of sabotage;
 - (2) Deliberate act(s) of load shedding by the supplying or distributing utility.

C. LIMITS OF INSURANCE

As respects coverage provided under this Endorsement only, the following is added:

- 1. The most we will pay for loss and expense arising from any "One Breakdown" is the amount shown as the "Limit per One Breakdown" in the Equipment Breakdown Protection Schedule. This limit applies to all coverages under Section A Coverage, including Coverage Extensions.
- 2. The Limit of Insurance under each of the Coverage Extensions for loss or expense arising from any "One Breakdown" is the amount shown in the Equipment Breakdown Protection Schedule for the applicable Coverage Extension. If two or more limits apply to the same portion of a loss the most we will pay is the smallest applicable Limit of Insurance.
- 3. The most we will pay for physical damage caused by a "Breakdown" to "Diagnostic Equipment" is \$250,000 for any single piece of equipment, unless another Limit is shown in the Equipment Breakdown Protection Schedule. This limit is part of, not in addition to, the Property Damage Limit shown in the Equipment Breakdown Protection Schedule.

D. DEDUCTIBLES

As respects coverage provided under this Endorsement only, the following shall apply:

1. Application of Deductibles

We will not pay for loss or damage resulting from any "One Breakdown" until the amount of covered loss or damage exceeds the deductible shown in the Equipment Breakdown Protection Schedule. We will then pay the amount of covered loss or damage in excess of the deductible, up to the applicable Limit of Insurance.

Deductibles apply separately for each applicable coverage except if:

a. A deductible is shown as Combined for any of the coverages in the Equipment Breakdown Protection Schedule, then we will first subtract the combined deductible amount from the aggregate amount of any loss to which the combined deductible applies; or

b. More than one "Covered Equipment" is involved in "One Breakdown", then only one deductible, the highest, shall apply to each of the applicable coverages.

2. Determination of Deductibles

a. Dollar Deductible

If a dollar deductible is shown in the Equipment Breakdown Protection Schedule, we will first subtract the deductible amount from a loss we would otherwise pay.

b. Multiple per Unit Deductible

If a multiple of units is shown in the Equipment Breakdown Protection Schedule, the deductible will be calculated as the sum of the multiplier times the number of units specified. (For example: if the deductible is specified as \$25/hp for air conditioning units, and a covered 500 hp air conditioning unit suffered a "Breakdown", the deductible will be \$25 times 500 hp which equals \$12,500.)

c. Time Deductible

If a time deductible is shown in the Equipment Breakdown Protection Schedule, we will not be liable for any loss under that coverage that occurs during the specified time period immediately following a "Breakdown". If a time deductible is shown in days, each day shall mean twenty-four consecutive hours.

d. Multiple of Daily Value Deductible

If a multiple of daily value is shown in the Equipment Breakdown Protection Schedule, this deductible will be calculated as follows:

- (1) For the entire Covered Premises where the loss occurred, determine the total amount of "Business Income" that would have been earned during the "Period of Restoration" had no "Breakdown" taken place.
- (2) Divide the result in Paragraph (1) by the number of days the business would have been open during the "Period of Restoration". The result is the daily value.
- (3) Multiply the daily value in Paragraph (2) by the number of daily value multiples shown in the Equipment Breakdown Protection Schedule. We will first subtract this deductible amount from any loss we would otherwise pay. We will then pay the amount of loss or damage in excess of the deductible, up to the applicable Limit of Insurance.

e. Percentage of Loss Deductible

If a deductible is expressed as a percentage of loss in the Equipment Breakdown Protection Schedule, we will not be liable for the indicated percentage of the gross amount of loss or damage (prior to the applicable deductible or coinsurance) insured under the applicable coverage.

f. Minimum Or Maximum Deductible

- (1) If a minimum dollar amount deductible is shown in the Equipment Breakdown Protection Schedule; and the dollar amount of the Multiple per Unit, Multiple of Daily Value or the Percentage of Loss Deductible is less than the Minimum Deductible, then the Minimum Deductible amount shown in the Equipment Breakdown Protection Schedule will be the applicable deductible.
- (2) If a maximum dollar amount deductible is shown in the Equipment Breakdown Protection Schedule; and the dollar amount of the Multiple per Unit, Multiple of Daily Value or the Percentage of Loss Deductible is greater than the Maximum Deductible; then the Maximum Deductible amount shown in the Equipment Breakdown Protection Schedule will be the applicable deductible.

E. CONDITIONS

As respects coverage provided under this Equipment Breakdown Protection Endorsement only, the following shall apply:

1. Jurisdictional Inspection

At your option, we will provide certificate-of-operation inspection services for boilers and other pressure vessels where:

- (1) You have notified us of equipment that is insured under this Coverage Part and that requires a certificate-of-operation;
- (2) The certificate-of-operation is required by state, city or provincial law; and
- (3) The state, city or provincial law permits inspections by insurance company employees.

Certificate-of-operation inspection services shall be provided only in the United States of America, Puerto Rico and Canada as allowed by state, city or provincial law.

2. Suspension:

Whenever "Covered Equipment" is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the coverage provided by this Equipment Breakdown Protection Endorsement. We will deliver or mail a written notice of suspension to your last known address or the address where the "Covered Equipment" is located.

Once suspended in this way, your coverage can be reinstated only by an endorsement for that "Covered Equipment".

If we suspend your coverage, you will get a pro rata refund of premium for that "Covered Equipment". But the suspension will be effective even if we have not yet made or offered a refund.

3. Valuation

- a. We will pay the amount you spend to repair or replace "Covered Property" with other property of like kind, quality and capacity if such "Covered Property" is directly damaged by a "Breakdown" to "Covered Equipment". Our payment will be the smallest of:
 - (1) The cost to repair the damaged property; or
 - (2) The cost to replace the damaged property; or
 - (3) The amount you actually spend that is necessary to repair or replace the damaged property.

But we will not pay for such damaged property that is obsolete or useless to you.

b. New Generation

If "Covered Equipment" cannot be repaired or the cost to repair is more than the cost to replace, and the damage to the "Covered Equipment" equals or exceeds 100% of the actual cash value of the "Covered Equipment", you may choose to apply the following provision. New Generation Coverage – If you want to replace damaged "Covered Equipment" with a newer generation "Covered Equipment" of the same capacity, we will pay up to 25% more than "Covered Equipment" of like kind, quality and capacity would have cost at the time of the "Breakdown".

c. Except for New Generation Coverage, you must pay the extra cost of replacing damaged property with property of a better kind or quality or of a larger capacity.

d. Brands and Labels

- (1) If branded or labeled merchandise that is "Covered Property" is damaged by a "Covered Cause of Loss", we may take all or any part of the property at an agreed or appraised value. If we take such property, you may:
 - (a) Stamp the word SALVAGE on the merchandise or its containers if the stamp will not physically damage the merchandise; or
 - (b) Remove the brands or labels if doing so will not physically damage the merchandise. You must re-label the merchandise or its containers to comply with any law.
- (2) We will pay the reasonable cost you incur to perform the activities described in paragraphs E.3.d.(1) (a) and (b) above.

However, if costs identified in paragraphs E.3.d.(1)(a) and (b) above are incurred as a result of damage as covered under the Hazardous Substance, Refrigerant Contamination or Water

Damage coverage extensions, such costs will be a part of, not in addition to, the respective limits shown in the Equipment Breakdown Protection Schedule for the applicable coverage extension.

e. Pair, Sets or Parts

As otherwise provided in this Policy.

f. Spoilage Damage

We will determine the value of "Covered Property" under Spoilage Damage Coverage as follows:

- (1) For raw materials, the replacement cost;
- (2) For goods in process, the replacement cost of the raw materials, the labor extended and the proper proportion of overhead charges; and
- (3) For finished goods, the selling price, as if no loss or damage had occurred, less any discounts you offered and expenses you otherwise would have had.

g. Selling Price

Selling price valuation as otherwise provided in this Policy shall apply, except as specified in E.3.f. above.

h. Warranty and Service Contract

If any damaged "Covered Property", that is intended for your use, is protected by an extended warranty, or maintenance or service contract; and that warranty or contract becomes void or unusable due to a "Breakdown"; we will reimburse you for the prorated amount of the unused costs of non-refundable, non-transferable warranties or contracts.

F. DEFINITIONS

As respects coverage provided under this Endorsement only, the following are added:

1. "Breakdown"

- a. "Breakdown" means the following direct physical loss that causes physical damage to "Covered Equipment" and necessitates its repair or replacement:
 - (1) Electrical failure including arcing;
 - (2) Failure of pressure or vacuum equipment; or
 - (3) Mechanical failure including rupture or bursting caused by centrifugal force; unless such loss or damage is otherwise excluded within this Policy or any Endorsement forming a part of this Policy.
- b. "Breakdown" does not mean or include:
 - (1) Cracking of any part on an internal combustion gas turbine exposed to the products of combustion;
 - (2) Damage to any structure or foundation supporting the "Covered Equipment" or any of its parts;
 - (3) Damage to any vacuum tube, gas tube, or brush;
 - (4) Defects, erasures, errors, limitations or viruses in "Computer Equipment", "Data", "Media" and/or programs including the inability to recognize and process any date or time or provide instructions to "Covered Equipment". However, if a "Breakdown" ensues, we will pay the ensuing loss or damage not otherwise excluded;
 - (5) Functioning of any safety or protective device;
 - (6) Leakage at any valve, fitting, shaft seal, gland packing, joint or connection; or
 - (7) Malfunction including but not limited to adjustment, alignment, calibration, cleaning or modification.

- 2. "Computer Equipment" means your programmable electronic equipment that is used to store, retrieve and process data; and associated peripheral equipment that provides communication including input and output functions such as printing or auxiliary functions such as data transmission. It does not include "Data" or "Media".
- 3. "Computer Programs" means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
- 4. "Covered Equipment"
 - a. "Covered Equipment" means any:
 - (1) Equipment designed and built to operate under internal pressure or vacuum other than weight of contents;
 - For any boiler or fired vessel, the furnace of the "Covered Equipment" and the gas passages from there to the atmosphere will be considered as outside the "Covered Equipment";
 - (2) Communication equipment and "Computer Equipment";
 - (3) Fiber optic cable; or
 - (4) Any other electrical or mechanical equipment that is used in the generation, transmission or utilization of energy.
 - b. "Covered Equipment" does not mean or include any:
 - Astronomical telescope, cyclotron used for other than medical purposes, nuclear reactor, particle accelerator used for other than medical purposes, satellites and/or spacecraft (including satellite or spacecraft contents and/or their launch sites);
 - (2) Catalyst;
 - (3) Dragline, power shovel, excavation or construction equipment including any "Covered Equipment" mounted on or used solely with any dragline, power shovel, excavation or construction equipment;
 - (4) Equipment or any part of equipment manufactured by you for sale.
 - (5) Felt, wire, screen, mold, form, pattern, die, extrusion plate, swing hammer, grinding disc, cutting blade, non-electrical cable, chain, belt, rope, clutch plate, brake pad, non-metal part or any part or tool subject to periodic replacement;
 - (6) Insulating or refractory material;
 - (7) "Media";
 - (8) Non-metallic pressure or vacuum equipment, unless it is constructed and used in accordance with the American Society of Mechanical Engineers (A.S.M.E.) code or a Code that has been accepted by the National Board of Boiler and Pressure Vessel Inspectors;
 - (9) Part of pressure or vacuum equipment that is not under internal pressure of its contents or internal vacuum:
 - (10) "Power Generating Equipment", unless shown as Included in the Equipment Breakdown Protection Schedule:
 - (11) Pressure vessels and piping that are buried below ground and require the excavation of materials to inspect, remove, repair or replace;
 - (12) Structure, foundation, cabinet or compartment supporting or containing the "Covered Equipment" or part of the "Covered Equipment" including penstock, draft tube or well casing;
 - (13) Vehicle, aircraft, self-propelled equipment or floating vessel, including any "Covered Equipment" mounted on or used solely with any vehicle, aircraft, self-propelled equipment or floating vessel.
- 5. "Covered Property", as used in this Endorsement only, means any property that you own, or is in your care, custody or control and for which you are legally liable, while located at the Covered Premises described in the Equipment Breakdown Protection Schedule.

- "Covered Property" does not mean live mammals, fish, birds, reptiles or insects. It also does not mean eggs intended to become live mammals, fish, birds, reptiles or insects.
- 6. "Diagnostic Equipment" means any machine or apparatus (other than astronomical telescopes, cyclotron, nuclear reactor or particle accelerator) used solely for research, diagnosis, medical, surgical, therapeutic, dental or pathological purposes.
- 7. "Electronic Data" means information, facts or "Computer Programs" stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment.
- 8. "Hazardous Substance" means any substance, other than ammonia, that has been declared to be hazardous to health by a governmental agency.
- 9. "Media" means electronic data processing or storage material such as films, tapes, discs, drums or cells. However, "Media" does not include any hard disk drive that is an internal component of "Computer Equipment".
- 10. "One Breakdown" means if an initial "Breakdown" causes other "Breakdowns", all will be considered "One Breakdown".
 - All "Breakdowns" at any one location that manifest themselves at the same time and are the result of the same cause will be considered "One Breakdown". If an initial "Breakdown" causes other "Breakdowns", all will be considered "One Breakdown".
- 11. "Period of Restoration" means the period of time that:
 - (a) Begins at the time of the "Breakdown"; and
 - (b) Ends when the damaged property at the Covered Premises described in the Schedule above could have been repaired or replaced with reasonable speed and similar quality.
- 12. "Power Generating Equipment" means any pressure, mechanical or electrical equipment, machinery, apparatus used in, or associated with, the generation of electric power; but it does not include emergency power generating equipment less than or equal to 1000kw in capacity.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELITE PROPERTY ENHANCEMENT: HUMAN SERVICES

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FORM CAUSES OF LOSS – SPECIAL FORM

I. Schedule of Additional Elite Enhancement Endorsement Coverages and Limits

The following is a summary of increased Limits of Insurance and/or additional coverages provided by this endorsement. This endorsement is subject to the provisions of your policy.

Coverage Applicable	Limit of Insurance	Page #
Foundations	Included	3
Business Personal Property	Within 1600 feet	4
Fire Department Service Charge	\$50,000	4
Pollutant Clean Up and Removal	\$50,000	4
Emergency Vacating Expense	\$25,000	4
Automated External Defibrillators (AEDs)	\$5,000	5
Lease Cancellation Moving Expenses	\$5,000	5
Joint or Disputed Loss Agreement	Included	5
Green Consultant Expense Coverage	\$5,000	7
Newly Acquired or Constructed Property	180 Days	7
Personal Effects	\$50,000	8
Property of Others	Various	8
Valuable Papers and Records	\$100,000	8
Property Off-Premises, Including Stock	\$500,000	8
Property at Conventions, Fairs, Exhibitions or Special Events	\$100,000	9
Outdoor Property	\$50,000	9
Garages/Storage Sheds	\$5,000	9
Retaining Walls	\$10,000	9
Accounts Receivable	\$100,000	10
Business Income and Extra Expense	\$300,000	11
Residential Room Reserve	\$100,000	12
Fire Extinguisher Recharge	\$25,000	12
Lock Replacement	\$10,000	12
Reward Reimbursement	\$50,000	12
Inventory and Appraisals of Loss	\$50,000	13
Ordinance or Law-Undamaged Portion of the Building	Building Limit	13
Ordinance or Law-Demolition Cost	\$500,000	
Ordinance or Law-Increased Cost of Construction	\$500,000	
Spoilage	1600 feet, \$50,000	15
Pair, Sets or Parts	Amended	15
Fine Arts	\$50,000	16
EDP Equipment and Media	\$10,000	17
Damage to Property of Home Care Provider	\$50,000	20
Mobile Medical Equipment	\$15,000	20
Vacancy Clause Modification	90 Days	20
Earthquake Sprinkler Leakage	\$30,000	20

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Coverage Applicable	Limit of Insurance	Page #
Dampness/Extremes of Temperature	Exclusion removed	21
Furs	\$10,000	21
Precious Metals	\$25,000	21
Water Coverage	\$30,000	21
Property in Transit (Includes Common Carrier)	\$100,000 (\$10,000)	22
Off Premises Power Failure	\$50,000	22
Extended Business Income	180 Days	23
Utility Services (Business Income (and extra expense)	Included	23
Coverage)		

II. Elite Enhancement Endorsement Conditions

A. Applicability of Coverage

Coverage provided in forms attached to your policy is amended by this endorsement where applicable. If two or more coverages apply to the same loss or damage, the broader coverage and only the broader coverage, will apply.

B. Limits of Insurance

- When coverage is provided by this form and another coverage form attached to this policy, the greater Limits of Insurance will apply. In no instance will multiple limits apply to coverages which may be duplicated within this policy.
- 2. Limits of Insurance identified herein are not excess of, nor applicable in addition to, Limits of Insurance provided by the coverage or Cause of Loss forms applicable to this endorsement, unless otherwise stated.
- 3. Coverage is considered to be on an occurrence basis (not on a per location basis).
- **4.** The deductible listed in the Property Declarations will apply unless specific deductible provisions are set forth under any coverage enhancement.

C. Adjusters' Fees

Coverages provided herein are not applicable to the generation of fees you may incur by retaining a public adjuster or appraiser.

D. Applicability of Exclusions

Specific exclusionary endorsements attached to the policy supersede coverage provisions contained in this coverage enhancement.

E. Requirement for Covered Cause of Loss

Except where a specific Covered Cause of Loss is identified in this coverage enhancement, coverage for the losses described herein are applicable only for Covered Causes of Loss as designated in the Causes of Loss Form attached to the policy.

F. Other Insurance

If there is other insurance under a separate policy covering the same loss or damage as provided for in this coverage enhancement, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, regardless of whether you are able to collect. However, we will not pay more than the applicable Limit of Insurance.

III. The BUILDING AND PERSONAL PROPERTY COVERAGE FORM Section A. Coverage is amended as follows:

A. Foundations

1. Covered Property is amended to include the following:

Foundations of buildings, structures, machinery or boilers if their foundations are below the lowest basement floor; or the surface of the ground, if there is no basement.

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2. Property Not Covered

g. is deleted.

B. Business Personal Property

1. b. Covered Property the first paragraph is amended to:

Your Business Personal Property located in or on the building described in the Declarations or in the open (or in a vehicle) within 1600 feet of the described premises, consisting of the following unless otherwise specified in the Declarations or on the YOUR BUSINESS PERSONAL PROPERTY – SEPARATION OF COVERAGE form.

IV. The BUILDING AND PERSONAL PROPERTY COVERAGE FORM, 4. Additional Coverages is amended as follows:

c. Fire Department Service Charge

The Limit of Insurance for this Additional Coverage is increased to \$50,000.

d. Pollutant Clean Up and Removal

The Limit of Insurance for this Additional Coverage is increased to \$50,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

V. The **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, 4. Additional Coverages**, the following are added:

A. Emergency Vacating Expense

- 1. The coverage provided by this policy is extended to apply to the reasonable expenses that you incur in the "emergency" vacating of the premises of your facility described in the Declarations, provided that vacating is necessary due to an "emergency" situation resulting from a Covered Cause of Loss.
- 2. "Emergency" will mean imminent danger arising from an external event or a condition in the facility which would cause loss of life or harm to occupants.
- 3. We will not pay for any expenses under this Extension arising out of:
 - a. A strike, bomb threat or false fire alarm, unless vacating is ordered by a civil authority;
 - **b.** A planned vacating drill; or
 - **c.** The vacating of one or more patients or residents that is due solely to their individual medical condition.
- **4.** The most we will pay for Emergency Vacating Expenses in any one occurrence under this Extension is \$25,000. The deductible for Emergency Vacating Expenses is \$250 per occurrence.

No other exclusions in your policy apply to this Extension. However, specific exclusionary endorsements attached to the policy supersede coverage provisions contained in this coverage

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enhancement.

B. Automated External Defibrillators

We will pay for direct physical loss or damage to automated external defibrillators (AEDs) at the premises described in the Declarations. The most we will pay for loss or damage under this coverage is limited to \$5,000 for any one occurrence, which is in addition to the Business Personal Property Limit stated in the Declarations.

C. Lease Cancellation Moving Expenses

The Company will reimburse the Insured any moving expenses necessitated by the Insured's need to relocate due to the cancellation of the lease at the insured's premises listed on the Declarations page during the policy period, provided that the lease cancellation occurs as a result of a Covered Cause of Loss. The limit for this coverage will be \$5,000 per policy period for all Insureds combined. No deductible applies to this coverage.

D. Joint or Disputed Loss Agreement

- 1. This coverage is intended to facilitate payment of insurance proceeds when:
 - a. Both a boiler and machinery policy and this commercial property policy are in effect;
 - **b.** Damage occurs to Covered Property that is insured by the boiler and machinery policy and this commercial property policy; and
 - **c.** There is disagreement between the insurers as to whether there is coverage or as to the amount of the loss to be paid, if any, by each insurer under its own policies.
- 2. This coverage does not apply if:
 - a. Both the boiler and machinery insurer(s) and we do not admit to any liability; and
 - **b.** Neither the boiler and machinery insurer(s) nor we contend that coverage applies under the other insurer's policy.
- 3. The provisions of this coverage apply only if all of the following requirements are met:
 - a. The boiler and machinery policy carried by the named insured, insuring the Covered Property, contains a similar provision at the time of the loss or damage, with substantially the same requirements, procedures and conditions as contained in this endorsement;
 - **b.** The damage to the Covered Property was caused by a loss for which:
 - (1) Both the boiler and machinery insurer(s) and we admit to some liability for payment under the respective policies; or
 - (2) Either:
 - (a) The boiler and machinery insurer(s) does not admit to any liability for payment, while we contend that:
 - (i) All liability exists under the boiler and machinery policy; or

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- (ii) Some liability exists under both the boiler and machinery policy and this commercial property policy;
- **(b)** We do not admit to any liability for payment, while the boiler and machinery insurer(s) contends that:
 - (i) All liability exists under this commercial property policy; or
 - (ii) Some liability exists under both the boiler and machinery policy and this commercial property policy; or
- (c) Both the boiler and machinery insurer(s) and we:
 - (i) Do not admit to any liability for payment; and
 - (ii) Contend that some or all liability exists under the other insurer's policy; and
- **c.** The total amount of the loss is agreed to by you, the boiler and machinery insurer(s) and us.
- **4.** If the requirements listed in Paragraph **3.** above are satisfied, we and the boiler and machinery insurer(s) will make payments to the extent, and in the manner, described as follows:
 - **a.** We will pay, after your written request, the entire amount of loss that we have agreed as being covered, if any, by this commercial property policy and one-half (1/2) the amount of the loss that is in disagreement.
 - **b.** The boiler and machinery insurer(s) will pay, after your written request, the entire amount of loss that they have agreed as being covered, if any, by the boiler and machinery policy and one-half (1/2) the amount of loss that is in disagreement.
 - **c.** Payments by the insurers of the amounts that are in disagreement, as described in Paragraphs **a.** and **b.** above, do not alter, waive or surrender any rights of any insurer against any other with regard to the portion of the loss for which each insurer is liable.
 - d. The amount in disagreement to be paid by us under this endorsement shall not exceed the amount payable under the equivalent Loss Agreement(s) of the boiler and machinery policy.
- e. The amount to be paid under this endorsement shall not exceed the amount we would have paid had no boiler and machinery policy been in effect at the time of loss. In no event will we pay more than the applicable Limit of Insurance shown in the Declarations.
 - **f.** Acceptance by you of sums paid under this endorsement does not alter, waive or surrender any other rights against us.

5. Arbitration

a. If the circumstances described in Paragraph **3.b.(1)** exist and the boiler and machinery insurer(s) and we agree to submit our differences to arbitration, the boiler and machinery insurer(s) and we will determine the amount each will pay and will pay the insured within 90 days. Arbitration will then take place within 90 days after payment of the loss under the terms of this endorsement.

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- **b.** If any of the circumstances described in Paragraph **3.b.(2)** exist, then the boiler and machinery insurer(s) and we agree to submit our differences to arbitration within 90 days after payment of the loss under the terms of this endorsement.
- c. You agree to cooperate with any arbitration procedures. There will be three arbitrators: one will be appointed by us, and another will be appointed by the boiler and machinery insurer(s). The two arbitrators will select a third arbitrator. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. A decision agreed to by two of the three arbitrators will be binding on both parties. Judgment on any award can be entered in any court that has jurisdiction.

6. Final Settlement Between Insurers

The insurer(s) found responsible for the greater percentage of the ultimate loss must return the excess contribution to the other insurer(s). In addition, the insurer(s) found responsible for the greater portion of the loss must pay Liquidated Damages to the other insurer(s) on the amount of the excess contribution of the other insurer(s). Liquidated Damages are defined as interest from the date the insured invokes this Agreement to the date the insurer(s) that contributed the excess amount is reimbursed. The interest is calculated at 1.5 times the highest prime rate from the Money Rates column of the Wall Street Journal during the period of the Liquidated Damages. Arbitration expenses are not a part of the excess contribution for which liquidated damages are calculated. Arbitration expenses will be apportioned between insurers on the same basis that the ultimate loss is apportioned.

E. Green Consultant Expense Coverage

In the event of a total loss to a covered building due to a covered cause of loss, and the building has been replaced and rebuilt as a LEED[®] (Leadership in Energy and Environmental Design) Certified Green Building, the company will reimburse the Insured up to \$5,000 for the service of a consultant for the design of the structure.

Prior to payment, construction of the replaced building must be completed and have a minimum of Silver Rating Level LEED[®] Green Building certification.

VI. The BUILDING AND PERSONAL PROPERTY COVERAGE FORM, 5. Coverage Extensions is amended as follows:

A. Newly Acquired or Constructed Property

(3) Period Of Coverage is deleted in its entirety and replaced with the following:

With respect to insurance on or at each newly acquired or constructed property, coverage will end when any of the following first occurs:

- (a) This policy expires;
- (b) 180 days expire after you acquire the property or begin construction of that part of the building that would qualify as Covered Property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as Covered Property.

B. Personal Effects and Property of Others is deleted in its entirety and replaced with the following:

You may extend the insurance that applies to Your Personal Property to apply to:

- (1) Personal effects owned by you, your volunteers, your officers, your partners or your employees. The most we will pay for loss or damage under this extension is \$50,000 at each described premises.
- (2) Personal Property of others in your care, custody or control. The most we will pay for loss or damage under this Extension is \$50,000 for personal property other than money and securities of residents or clients, or \$5,000 for money and securities at each described premises of residents or clients. However, we will not pay more than \$10,000 for loss or damage to the personal property other than money and securities of any one resident or client, or \$500 for loss of money and securities of any one resident or client.
- (3) We will not pay for loss or damage in any one occurrence under this Extension until the amount of loss or damage exceeds \$250. We will then pay the amount of loss or damage in excess of \$250 up to the applicable limit of insurance under this Extension. No other deductible applies to this extension.
- (4) Under this Extension, the value of your residents' or clients' money and securities will be calculated as the smaller of the following:
 - (a) The cost to replace the money or securities at the time of loss; or
 - (b) The actual cash value of the money or securities at the time of loss.

However, at your option, the cost of replacing securities may be calculated using the market value of the securities at the time the claim is settled.

C. Valuable Papers And Records (Other Than Electronic Data)

- 1. You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost information on valuable papers and records, including those which exist on electronic or magnetic media, for which duplicates do not exist.
- 2. Under this Extension, the most we will pay to replace or restore the lost information is \$100,000 at each described premises, unless a higher limit is shown in the Declarations. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

D. Property Off-Premises, Including Stock

- 1. You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:
 - **a.** Temporarily at a location you do not own, lease or operate;
 - **b.** In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or

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- c. At any fair, trade show or exhibition.
- 2. This Extension does not apply to property:
 - a. In or on a vehicle; or
 - **b.** In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.
- 3. The most we will pay for loss or damage under this Extension is \$500,000. The most we will pay for loss or damage under this extension is \$100,000 for losses occurring at a convention, fair, exhibition, or special event

E. Outdoor Property

You may extend the insurance provided by this Coverage Form to apply to the following property if located within 1600 feet of the premises described in the Declarations: your outdoor fences and netting, outdoor lighting, outdoor pools, court surfaces, radio and television antennas (including satellite dishes), trees, shrubs, plants, lawns, and playground equipment, including the cost of debris removal, caused by or resulting from any of the following Causes of Loss:

- **1.** Fire:
- 2. Lightning;
- 3. Explosion;
- 4. Riot or civil commotion;
- 5. Aircraft or vehicles;
- 6. Vandalism and malicious mischief; or
- 7. Theft.

The most we will pay for loss or damage under this Extension is \$50,000. The most we will pay for any one tree, shrub, plant or acre of lawn, including the cost of debris removal, is \$1,000.

Signs will be covered for all perils with no limitation.

VII. BUILDING AND PERSONAL PROPERTY COVERAGE FORM, 5. Coverage Extensions are amended to include the following:

A. Garages/Storage Sheds

Coverage for your building is extended to apply to any garages or storage sheds located at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss. Coverage for all garages or storage sheds is subject to a \$5,000 Limit of Insurance per location.

B. Retaining Walls

Coverage for your building is extended to apply to any retaining walls, which are not part of the Building, located at the premises described in the Declarations caused by or resulting from any

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Covered Cause of Loss. Coverage for all retaining walls is subject to a \$10,000 Limit of Insurance per location.

C. Accounts Receivable

- 1. Coverage for Your Business Personal Property is extended to apply to your records of accounts receivable:
 - a. At a described premises or in or on a vehicle in transit between described premises; or
 - **b.** If the records must be removed from a described premises to protect them from the threat of a Covered Cause of Loss. We will pay for a loss while they are:
 - (1) At a safe place away from your described premises; or
 - (2) Being taken to and returned from that place.
- 2. Coverage for Your Business Personal Property is extended to apply to the amounts due from your customers that you are unable to collect due to a Covered Cause of Loss, including:
 - **a.** Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
 - **b.** Collection expenses in excess of your normal collection expenses that are made necessary by the loss; and
 - **c.** Other reasonable expenses that you incur to reestablish your records of accounts receivable that result from direct physical loss or damage by any Covered Causes of Loss to your records of accounts receivable, including credit or charge card slips.
- 3. Accounts receivable loss payment will be determined as follows:
 - Determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss occurs; and
 - The total above will be adjusted for any normal fluctuations in the amount of accounts receivable for the month in which the loss occurred or for any demonstrated variance from the average for that month.
 - **b.** The following will be deducted from the total amount of accounts receivable:
 - (1) The amount of the accounts for which there is no loss;
 - (2) The amount of the accounts that you are able to reestablish or collect; and
 - (3) An amount to allow for probable bad debts that your are normally unable to collect;
 - **c.** You will pay us the amount of all recoveries you receive for a loss paid by us. But any recoveries in excess of the amount we have paid belong to you.

4. Additional Exclusions

a. We will not pay for a loss caused by or resulting from any of the following:

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(1) Alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of money, securities or other property.

This exclusion applies only to the extent of the wrongful giving, taking or withholding.

- (2) Bookkeeping, accounting or billing errors or omissions.
- **b.** We will not pay for loss that requires any audit of records or any inventory computation to prove its factual existence.

The most we will pay under this Coverage Extension is \$100,000.

D. Business Income and Extra Expense

 Coverage is extended to cover Business Income and Extra Expense incurred when your covered building or business personal property listed on the Declarations is damaged by a covered Cause of Loss.

We will pay any Extra Expense you incur:

- **a.** To continue your normal operations at the described premises;
- b. To continue your normal operations at replacement premises or temporary locations; including:
 - (1) Relocation expenses; and
 - (2) Costs to equip or operate the replacement or temporary locations; or
- **c.** To minimize the suspension of your normal operation if you cannot continue them.

2. Civil Authority

We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur that is caused by action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises, caused by or resulting from any Covered Cause of Loss.

3. Contingent Business Property

We will pay for the actual loss of Business Income you sustain, and necessary Extra Expense you incur when Contingent Business Property is damaged by a Covered Cause of Loss. We will reduce the amount of your Business Income loss, other than Extra Expense, to the extent you can resume operations, in whole or in part, by using any other available:

- a. Source of materials; or
- **b.** Outlet for your products.
- Coverage is extended to apply to your mobile shredding operations and your mobile medical units.

The most we will pay under this section is \$300,000 for any one occurrence. No coinsurance

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shall apply to this coverage.

5. The following, when used in this section, is defined as follows:

"Contingent Business Property" means property operated by others on whom you depend to:

- **a.** Deliver materials or services to you or to others for your account (Contributing Locations);
- **b.** Accept your products or services (Recipient Locations);
- Manufacture products for delivery to your customers under contract of sale (Manufacturing Locations); or
- d. Attract customers to your business (Leader Locations).

E. Residential Room Reserve

Coverage is extended to apply to actual net loss of income that you incur resulting from holding a resident's room when the resident has been temporarily hospitalized due to an accident or illness. Coverage begins three days after the funding for the resident's room has been suspended. The Limit of Insurance applicable to any one occurrence is \$5,000. The most we will pay for all losses under this extension is \$100,000.

F. Fire Extinguisher Recharge

Coverage is extended to cover expenses you incur to recharge portable fire extinguishers, dry chemical, carbon dioxide, or liquid automatic fire extinguishing systems and the cost of resetting automatic fuel shut-off connections, if any of the above are discharged to fight a fire or are discharged due to a mechanical malfunction.

The most we will pay for loss or damage under this extension is \$25,000.

No deductible shall apply to this coverage.

G. Lock Replacement

Coverage is extended to cover necessary expense to repair or replace exterior or interior door locks of a covered building:

- 1. If your door keys are stolen in a covered theft loss; or
- 2. When your property is damaged and your door keys are stolen by the burglars.

The most we will pay under this extension is \$10,000 for any one occurrence.

No deductible shall apply to this coverage.

H. Reward Reimbursement

Coverage is extended to provide a reward for information that leads to a criminal conviction in connection with loss or damage to Covered Property by a Covered Cause of Loss; provided that the reward is pre-approved by the Company. The most we will pay for loss or damage under

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this extension is \$50,000 regardless of the number of persons involved providing information.

No deductible shall apply to this coverage.

I. Inventory and Appraisals

Coverage is extended to cover your expenses, excluding those for public adjusters and appraisers, to record information, compile inventories, or obtain appraisals we require to comply with the loss conditions of this coverage form.

The most we will pay for loss or damage under this extension is \$50,000 for any one loss to Covered Property caused by a Covered Cause of Loss.

No deductible shall apply to this coverage.

J. Ordinance or Law

Under this Additional Coverage, we will not pay any costs due to an ordinance or law that you were required to comply with before the loss, even when the building was damaged, and with which you failed to comply.

1. Coverage A – Coverage For Loss to the Undamaged Portion of the Building

If a Covered Cause of Loss occurs to covered Building property shown in the Declarations, we will pay for loss of value to the undamaged portion of the building caused by enforcement of any ordinance or law that:

- **a.** Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss:
- **b.** Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
- c. Is in force at the time of loss.

Coverage A is included within the Limit of Insurance applicable to the covered Building property shown in the Declarations. This is not additional insurance.

2. Coverage B – Demolition Cost Coverage

If a Covered Cause of Loss occurs to covered Building property, we will pay the cost to demolish and clear the site of undamaged parts of the property caused by enforcement of building, zoning or land use ordinance or law.

The Limit of Insurance for Demolition Cost Coverage is \$500,000 (in addition to the Building Limit).

3. Coverage C – Increased Cost of Construction Coverage

If a Covered Cause of Loss occurs to covered Building property, we will pay for the increased cost to repair, rebuild or construct the property caused by enforcement of building, zoning or land use ordinance or law. If the property is repaired or rebuilt, it must be intended for similar occupancy as the current property, unless otherwise required by zoning or land use ordinance or law.

The Limit of Insurance for Increased Cost of Construction is \$500,000 (in addition to the Building Limit).

- **4.** Under Coverage A Coverage for Loss to the Undamaged Portion of the Building:
 - **a.** If the Replacement Cost coverage option applies and the property is repaired or replaced, on the same or another premises, we will not pay more for loss of value to Covered Property, including loss caused by enforcement of an ordinance or law, than the lesser of:
 - (1) The amount you actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or
 - (2) The Limit of Insurance applicable to the covered Building property.
 - **b.** If the Replacement Cost coverage option applies and the property is not repaired or replaced, or if the Replacement Cost coverage option does not apply, we will not pay more for the loss of value to Covered Property, including loss caused by enforcement of an ordinance or law, than the lesser of:
 - (1) The actual cash value of the building at the time of loss; or
 - **(2)** The Limit of Insurance applicable to the covered Building property.
- **5.** We will not pay more under Coverage B Demolition Cost Coverage than the lesser of the following:
 - **a.** The amount you actually spend to demolish and clear the site of the described premises; or
 - **b.** The applicable Demolition Cost Limit of Insurance shown in **2.** above.
- **6.** We will not pay Under Coverage C Increased Cost of Construction Coverage:
 - **a.** Until the property is actually repaired or replaced, at the same or another premises; and
 - **b.** Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
 - **c.** If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay under Coverage C is the lesser of:
 - (1) The increased cost of construction at the same premises; or
 - (2) The applicable Increased Cost of Construction Limit of Insurance shown in 3. above.
 - **d.** If the ordinance or law requires relocation to another premises, the most we will pay under Coverage C is the lesser of:

- (1) The increased cost of construction at the new premises (not to exceed the increased cost of construction at the same premises); or
- (2) The applicable Increased Cost of Construction Limit of Insurance shown in 3. above.

7. We will not pay for:

- **a.** The enforcement of any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus," wet or dry rot or bacteria; or
- **b.** Any costs associated with the enforcement of an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants," "fungus," wet or dry rot or bacteria.
- **8.** The terms of this endorsement apply separately to each building to which this endorsement applies.

K. Spoilage

- 1. We will pay for direct physical loss or damage to your perishable Business Personal Property, and perishable personal property of your residents or clients while at or within 1600 feet of the described premises caused by spoilage due to changes in temperature or humidity resulting from:
 - **a.** Complete or partial interruption of electrical power to the described premises due to conditions beyond your control; or
 - **b.** Mechanical breakdown or failure of heating, cooling or humidity control equipment or apparatus at the described premises.
- 2. Coverage does not apply to:
 - **a.** The disconnection of any heating, cooling or humidity control equipment or apparatus from the source of power;
 - **b.** The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current; or
 - **c.** The inability of an Electric Utility Company or other power source to provide sufficient power due to:
 - (1) Lack of fuel; or
 - (2) Governmental order;
 - **d.** The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand; or
 - **e.** Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.

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The most we will pay for loss or damage in any one occurrence is \$50,000.

L. Pair, Sets or Parts

1. Pair or Set:

In case of loss to any part of a pair or set we may:

- a. Repair or replace any part to restore the pair or set to its value before the loss; or
- **b.** Pay the difference between the value of the pair or set before and after the loss.
- 2. Parts:

In case of a loss to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

M. Fine Arts

- 1. Coverage applies to "fine arts." Covered Causes of Loss are extended to include risks of direct physical loss or damage except:
 - **a.** Any repairing, restoration or retouching process.
 - **b.** Breakage of fragile "fine arts" articles, including art glass windows, statuary, marbles, glassware, bric-a-brac, porcelains and similar fragile articles, unless caused by:
 - (1) The "specified causes of loss";
 - (2) Building glass breakage;
 - (3) Earthquake; or
 - **(4)** Flood.
 - **c.** Dishonest or criminal acts by you, any of your partners, employees, directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose (other than a bailee for hire or carrier):
 - (1) Acting alone or in collusion with others; or
 - (2) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of destruction by your employees; but theft by employees is not covered.

- **d.** Voluntary parting with any property by you or anyone else to whom you have entrusted the property, if induced to do so by any fraudulent scheme, trick, device or false pretense.
- e. Any of the following:
 - (1) Wear and tear;
 - (2) "Fungus" (except when "fungus" results from fire or lightning), rust, corrosion,

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- decay, deterioration, hidden or latent defect or any quality in the property that causes it to damage or destroy itself;
- (3) Nesting or infestation, or discharge or release of waste products or secretions by insects or rodents; or
- (4) Dampness or dryness of atmosphere or changes in or extremes in temperature.
- 2. The most we will pay in any one occurrence for loss or damage to "fine arts" caused by or resulting from any Covered Cause of Loss is:
 - a. The value of the lost or damaged "fine arts"; or
 - b.\$50,000; whichever is less.
- 3. The following, when used in this section, means:
 - a. "Antique" means an object at least 100 years old.
 - **b.** "Fine arts" means paintings, etchings, pictures, tapestries, rare or art glass, art glass windows, valuable rugs, statuary, sculptures, "antique" furniture, "antique" jewelry, brica-brac, porcelains and similar property of rarity, historical value or artistic merit.

N. EDP Equipment and Media

1. Coverage

- a. Covered Property, as used in this Coverage Form means Electronic Data Processing devices operated by you at the premises listed on the Declarations. The Covered Property must be either your property or property belonging to others, which is in your care and used by you in your business or profession.
- **b.** Covered Property, as used in this section of this enhancement, means "data" and "media" owned proprietarily by you. The Covered Property must be either your property or property belonging to others, which is in your care and used by you in your business or profession.
 - (1) "Data" means information stored electronically and includes facts, instructions, concepts and programs converted to a form useable in electronic data processing operations.
 - (2) "Media" means devices which store information which is accessible to computers.
- c. Property Not Covered:
 - (1) Accounts, records, documents and other valuable papers, except as they may be converted to "data" and stored on "media", and then only in that converted form;
 - (2) Property of yours that you have rented, leased or loaned to someone else; or
 - (3) Electronic alarm systems.
- d. Coverage Extensions
 - (1) Provided you store duplicate "data" at a separate premises and provided such

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- "data" is not insured elsewhere under this or any other insurance policy, we will cover that "data" at each such storage location.
- (2) We will also pay for loss to Covered Property while temporarily located away from your premises and while in transit within:
 - (a) The United States of America;
 - (b) Puerto Rico; and
 - (c) Canada.

The most we will pay under this Coverage Extension is \$2,500 for any single occurrence.

- (3) We will continue to cover your Covered Property while being transferred to and while at a temporary safe storage location, whenever utilized to avoid imminent loss. You are required, however, to provide us with written notice within 10 days following such move.
- (4) We will also pay for expenses you incur for the removal of debris provided:
 - (a) The debris is Covered Property;
 - (b) The Cause of Loss is not excluded by any part of this policy; and
 - **(c)** The debris is located at a location scheduled in this policy.

The most we will pay under this Coverage Extension is \$10,000 in any one loss, but not to exceed a total of \$10,000 under this EDP coverage enhancement section.

(5) We will also pay 80% of the actual rental cost for replacement electronic equipment, beginning forty-eight (48) hours after a covered loss has occurred to Covered Property under the EDP coverage listed in the preceding paragraphs, provided such equipment will assist in continuing operations at no less than 80% of normal capacity.

This Coverage Extension will end when the covered loss has been settled or when the amount of coverage provided under this Coverage Part is exhausted, whichever occurs first.

The most we will pay under the terms of this Coverage Extension is \$2,500 in any one loss.

(6) We will also pay you for the expense you incur in recharging or refilling fire protection devices which are designed specifically to protect the Covered Property under this EDP coverage section, when these devices have been used in protecting such property from a covered loss.

The most we will pay under the terms of this Coverage Extension is \$2,500 in any one loss.

e. Covered Causes of Loss

Covered Causes of Loss means risk of direct physical loss to Covered Property except those Causes of Loss listed in the Exclusions.

2. Exclusions

We will not pay for a loss caused directly or indirectly by any of Items **a.** through **i.** listed below. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

a. Governmental Action

Seizure or destruction of property by order of governmental authority. This exclusion will not apply to acts or destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire falls within a Covered Cause of Loss under the terms of this policy.

b. Nuclear Hazard

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause.

But we will pay for direct loss caused by resulting fire if the fire would be covered under the terms of this policy.

c. War and Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by military forces, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
- **d.** Delay, loss of market, loss of income, loss of use or any other cause of consequential loss.
- **e.** Wear and tear, any quality in the Covered Property that causes it to damage or destroy itself, gradual deterioration, depreciation or damage done by insects, vermin or rodents. We will pay for direct loss caused by resulting fire or explosion if the fire or explosion would be covered under the terms of this Coverage Part.
- f. Dishonest acts committed by you, anyone else with an interest in the Covered Property, or your or their employees, whether or not such an act occurs during the hours of employment; nor will we pay for a loss caused by dishonest acts by anyone entrusted with the Covered Property, except a common carrier for hire.
- **g.** Dryness, dampness, changes in temperature, corrosion or rust. But, if the air conditioning system that services the Covered Property is damaged by a Covered Cause of Loss we will pay for any direct resulting damage to Covered Property.
- **h.** Breakage of tubes, bulbs, lamps or articles made of glass. But we will pay for such loss caused directly by fire, lightning, explosion, windstorm, earthquake, flood, vandalism,

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aircraft, rioters, strikers, theft or attempted theft, or by accident to vehicles carrying the Covered Property.

i. Processing or work performed upon the Covered Property. But we will pay for direct loss caused by resulting fire or explosion if the fire or explosion would be covered under this Coverage Form.

3. Limits, Deductibles, Valuation

a. Limit of Insurance

The most we will pay for any loss under the EDP section is \$10,000.

b. Deductible

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the contents Deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

c. Valuation

The value of the Covered Property will be determined as of the time and place of loss using the actual replacement cost of property similar to the Covered Property. In no event will our liability above exceed the cost to repair or replace the property with similar property of equal value.

O. Damage to Property of Home Care Providers

You may extend the insurance provided by this Coverage Form to apply to direct physical loss of or damage to property owned by, or in the care, custody or control of a "home care provider," caused by a patient placed by you or an appropriate governmental agency on your behalf, in the care of the "home care provider" or employees of the insured. This Extension also extends to vehicles and self-propelled machines and outdoor trees, shrubs and plants owned by, or in the care, custody or control of the "home care provider" or employees of the insured.

"Home care provider" means a foster parent (or parents) paid or unpaid by you or an appropriate governmental agency on your behalf, to care for one or more patients on a continuous basis away from your premises.

The most we will pay for loss or damage in any one occurrence under this Extension is \$50,000.

P. Mobile Medical Equipment

You may extend the insurance provided by this Coverage Form to apply to your mobile medical equipment, including equipment which you rent.

The most we will pay for loss or damage under this Extension is \$15,000.

VIII. The BUILDING AND PERSONAL PROPERTY COVERAGE FORM, Section E. Loss Conditions is amended as follows:

6. b. Vacancy Provisions the first paragraph is amended to:

If the building where loss or damage occurs has been vacant for more than 90 consecutive days

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before that loss or damage occurs

IX. CAUSES OF LOSS - SPECIAL FORM, Section B. Exclusions, is amended as follows

- 1. b. Earth Movement is amended to include:
 - (6) If Earth Movement described in **b.(1)** through (5) above, results in sprinkler leakage, we will pay up to \$30,000 for loss or damage by that sprinkler leakage.
- 2. d. (7) is amended to:

The following cause of loss to personal property:

Marring or scratching.

But if an excluded cause of loss that is listed in **2.d.(1)** through **(7)** results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

- X. CAUSES OF LOSS SPECIAL FORM Section C. Limitations is amended as follows:
 - **3.a.** is amended to:

\$10,000 for fur garments and garments trimmed with fur.

3.b. is amended to:

\$25,000 for trophies, medals, jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.

XI. CAUSES OF LOSS - SPECIAL FORM, Additional Coverage - Water is added:

"Water" is included as a Covered Cause of Loss. We will not pay more than \$30,000 in any one occurrence.

- a. "Water" means:
 - (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
 - (2) Mudslide or mudflow:
 - (3) Water that backs up or overflows from a sewer, drain or sump; or
 - (4) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings.

This extension applies to all claim expenses including, but not limited to building, business personal property, personal property of others, business income and extra expense and

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debris removal. However, this extension does not apply to roof drainage systems, gutters, or downspouts.

- XII. CAUSES OF LOSS SPECIAL FORM, Section F. Additional Coverage Extensions is amended as follows:
 - 1. Property in Transit, c. is amended to
 - (1) The most we will pay for loss or damage under this extension is \$100,000.
 - (2) For your covered property while in the care, custody or control of a common carrier an additional limit of insurance of \$10,000 is added
- XIII. CAUSES OF LOSS SPECIAL FORM, Section F. Additional Coverage Extensions is amended to include:
 - 5. Off-Premises Power Failure

We will pay for loss of or damage to Covered Property, caused by the interruption of service to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to "water supply services," "communication supply services," or "power supply services," not on the described premises.

- a. "Water supply services" means the following types of property supplying water to the described premises:
 - (1) Pumping stations; and
 - (2) Water mains.
- **b.** "Communication supply services" means property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:
 - (1) Communication transmission lines including optic fiber transmission lines;
 - (2) Coaxial cables; and
 - (3) Microwave radio relays except satellites.

"Communication supply services" does not include overhead communication lines.

- **c.** "Power supply services" means the following types of property supplying electricity, steam, or gas to the described premises:
 - (1) Utility generating plants;
 - (2) Switching stations;
 - (3) Substations;
 - (4) Transformers; and
 - (5) Transmission lines.

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"Power supply services" does not include overhead transmission lines.

This coverage extension does not apply to loss of Business Income or Extra Expense. The most we will pay for loss or damage under this extension is \$50,000.

- XIV. BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM, Section A. COVERAGE, 5. Additional Coverages is amended as follows:
 - c. Extended Business Income (1)(b)(ii) is amended to the following:
 - (ii) 180 consecutive days after the date determined in (1)(a) above.
 - c. Extended Business Income (2)(b)(ii) is amended to the following:
 - (ii) 180 consecutive days after the date determined in (2)(a) above.
- XV. BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM, Section A. COVERAGE, 5. Additional Coverages is amended to include:
 - e. Utility Services
 - (1) If a specific limit of coverage for Business Income and Extra Expense is included in the policy (not a part of this Elite form), then coverage is extended to include loss or damage that you incur due to the interruption, caused by a Covered Cause of Loss, of "water supply services," "communication supply services," or "power supply services" to the premises described on the declarations.
 - (a) "Water supply services" mean the following types of property supplying water to the described premises:
 - (i) Pumping stations; and
 - (ii) Water mains.
 - **(b)** "Communication supply services" meaning property supplying communication services, including telephone, radio, microwave or television services, to the described premises, such as:
 - (i) Communication transmission lines including optic fiber transmission lines;
 - (ii) Coaxial cables; and
 - (iii) Microwave radio relays except satellites.

It does not include overhead transmission lines.

- **(c)** "Power supply services" meaning the following types of property supplying electricity, steam, or gas to the described premises:
 - (i) Utility generating plants;
 - (ii) Switching stations;
 - (iii) Substations;

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- (iv) Transformers; and
- (v) Transmission lines.

It does not include overhead transmission lines.

(2) We will only pay for loss you sustain after the first twelve (12) hours following the direct physical loss or damage to the off-premises property to which this enhancement applies. This coverage extension does not apply to direct physical damage to Covered Property.

PI-NP-007 (04-01)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS OF INCOME DUE TO WORKPLACE VIOLENCE

This endorsement modifies and is subject to the insurance provided under the following:

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM

The following is added to Section A. Coverage, 3. Additional Coverages:

e. Workplace Violence

(1) Coverage:

Loss of Business Income:

We will pay for the actual loss of Business Income you sustain due to the suspension of your "operations" caused by any intentional use, or threat to use, deadly force by any person.

The most we will pay under this coverage is \$100,000.

Extra Expense:

Coverage is extended to include the cost of public relations consultants or other specialists to restore the insured's reputation following an incident of workplace violence. Additionally, coverage includes mental health counseling for employees.

The most we will pay under this coverage is \$5,000.

(2) Loss Determination:

Determination of the Business Income loss under this additional coverage will be calculated only for the location where the workplace violence occurred. Coverage will only be for the "period of restoration".

Extra expense will apply even though operations have resumed. However, they will not apply after 60 days following the incident.

All other terms and conditions remain the same.

PI-NP-008 (8/03)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VALUATION OF DONATED STOCK

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

The following amendments are made to the Valuation provisions contained in the policy:

- 1. We will determine the value of "Stock" which has been donated to the insured, and which has been priced for sale, according to the selling price, less discounts which would have applied, as of the time and place of loss or damage.
- 2. For "Stock" which is not priced for sale, the value will be the salvage value per pound as of the time and place of loss or damage.

For the purposes of the valuation of "Stock" these provisions override any other valuation provision contained in the policy.

All other policy provisions remain unchanged.

COMMERCIAL GENERAL LIABILITY
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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance

The word "insured" means any person or organization qualifying as such under Section II — Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section ${\bf V}$ – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in Section III Limits Of Insurance; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

- **b.** This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- **e.** Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person:
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - **(b)** Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - **(c)** Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or

- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels. lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - **(b)** Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured:
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

I. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "productscompleted operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law:
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in Section III Limits Of Insurance; and
 - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

I. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C - MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;

provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

- We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - **e.** All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - **b.** This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract":
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee:
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - **a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - **b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - **e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

- 2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
 - you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - **b.** Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - **(2)** Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - **b.** Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - **c.** Persons or organizations making claims or bringing "suits".
- **2.** The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.

- 3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
- 4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
- **5.** Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - **b.** Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
- **6.** Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- **b.** If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- **c.** You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- **a.** To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- **b.** To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

- (1) This insurance is excess over:
 - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner:
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I Coverage A Bodily Injury And Property Damage Liability.
 - (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - **(b)** The total of all deductible and selfinsured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

- **b.** Those statements are based upon representations you made to us; and
- **c.** We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- **b.** Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

- "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - **a.** Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - **b.** Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

- **a.** A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- **b.** Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

- However, "auto" does not include "mobile equipment".
- **3.** "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- 4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada:
 - **b.** International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or
 - **c.** All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above:
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

- "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
- "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- **8.** "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - **a.** It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - **b.** You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

- 9. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract":
 - **b.** A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - **d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing:
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - **(b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

- 10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- **11.** "Loading or unloading" means the handling of property:
 - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

- **12.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads:
 - **b.** Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - **d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers:
 - f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - **(b)** Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- **13.** "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- **14.** "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - **a.** False arrest, detention or imprisonment;
 - **b.** Malicious prosecution:
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - **e.** Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - **g.** Infringing upon another's copyright, trade dress or slogan in your "advertisement".
- 15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- 16. "Products-completed operations hazard":
 - a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - **(b)** When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- **b.** Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- **18.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or shortterm workload conditions.
- 20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- **(2)** The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

- a. Means:
 - Work or operations performed by you or on your behalf; and
 - **(2)** Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- **(2)** The providing of or failure to provide warnings or instructions.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KANSAS AND OKLAHOMA CHANGES – TRANSFER OF RIGHTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

Condition 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Section IV), does not apply to COVERAGE C. MEDICAL PAYMENTS.

COMMERCIAL GENERAL LIABILITY CG 20 11 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You): 2016 NW 39th St
Oklahoma City, OK 73118-2614
Name Of Person(s) Or Organization(s) (Additional Insured): DDDD, LLC
Additional Premium: \$ Included
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

 The insurance afforded to such additional insured only applies to the extent permitted by law; and

- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- **B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- **2.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

COMMERCIAL GENERAL LIABILITY CG 20 11 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Designation Of Premises (Part Leased To You):

SCHEDULE

801 E Lakeview Rd Stillwater, OK 74075-2837 Name Of Person(s) Or Organization(s) (Additional Insured): TSG Properties, LLC Additional Premium: \$ Included

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

 The insurance afforded to such additional insured only applies to the extent permitted by law; and

- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- **2.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

COMMERCIAL GENERAL LIABILITY CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	
Danforth Development, LLC	
nformation required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - In the performance of your ongoing operations; or
 - **2.** In connection with your premises owned by or rented to you.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

COMMERCIAL GENERAL LIABILITY CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	
DDSD	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - 1. In the performance of your ongoing operations;
 - 2. In connection with your premises owned by or rented to you.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

COMMERCIAL GENERAL LIABILITY CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
MEBS Development Co., LLC
Attn: Ethan Slavin
Information required to complete this Schedule, if not shown above, will be shown in the Declarations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - In the performance of your ongoing operations; or
 - **2.** In connection with your premises owned by or rented to you.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

COMMERCIAL GENERAL LIABILITY CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Waiver and Primary/Non-Contributory
VRE Edmond, LLC
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - In the performance of your ongoing operations; or
 - **2.** In connection with your premises owned by or rented to you.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

COMMERCIAL GENERAL LIABILITY CG 21 06 05 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY – WITH LIMITED BODILY INJURY EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion 2.p. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

 Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

B. The following is added to Paragraph 2.

Exclusions of Section I – Coverage B –

Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

COMMERCIAL GENERAL LIABILITY
CG 21 47 12 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2.,
 Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employmentrelated practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2.,
 Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

CG 21 47 12 07

COMMERCIAL GENERAL LIABILITY
CG 21 67 12 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. The following exclusion is added to Paragraph 2.
 Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- **b.** Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- **C.** The following definition is added to the **Definitions** Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

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PIIC POL 283

COMMERCIAL GENERAL LIABILITY CG 21 70 01 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

- A. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
 - "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - 1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

- 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- **B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

COMMERCIAL GENERAL LIABILITY
CG 24 01 12 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-BINDING ARBITRATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE **PART** ELECTRONIC DATA LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART POLLUTION LIABILITY COVERAGE PART PRODUCTS/COMPLETED **OPERATIONS** LIABILITY COVERAGE **PART** PRODUCT WITHDRAWAL COVERAGE PART RAILROAD PROTECTIVE LIABILITY COVERAGE PART UNDERGROUND STORAGE TANK POLICY

If we and the insured do not agree whether coverage is provided under this Coverage Part for a claim made against the insured, then either party may make a written demand for arbitration.

When this demand is made, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will:

1. Pay the expenses it incurs; and

2. Bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the county or parish in which the address shown in the Declarations is located. Local rules of law as to procedure and evidence will apply. Any decision agreed to by the arbitrators may be appealed to a court of competent jurisdictions.

COMMERCIAL GENERAL LIABILITY CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Danforth Development, LLC
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

COMMERCIAL GENERAL LIABILITY CG 25 04 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
 - A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;

- **b.** Claims made or "suits" brought; or
- **c.** Persons or organizations making claims or bringing "suits".
- 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

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- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
 - Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- **D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
 - "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- **E.** The provisions of Section **III** Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

PI-GL-001(8/94)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - LEAD LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section 1 - Coverages) and paragraph 2., Exclusions of COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY (Section 1 - Coverages):

This insurance does not apply to:

- "Bodily injury," "property damage," or "personal and advertising injury" arising out of or caused by the actual or alleged:
 - a. Exposure to or existence of lead, paint containing lead, or any other material or substance containing lead:
 - b. Manufacture, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of lead, paint containing lead, or any other material or substance containing lead;

Whether or not the lead is or was at any time airborne as a particulate, contained in a product ingested, inhaled, transmitted in any fashion, or found in any form whatsoever.

- 2. Any legal obligation of any insured for indemnification or contribution due to damages arising out of "bodily injury," "property damage" or "personal and advertising injury" caused by lead, paint containing lead, or any other substance or material containing lead.
- 3. Any loss, cost, expense or damages, whether direct or consequential, arising out of any:
 - (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, abate, contain, treat or neutralize lead, paint containing lead, or any other substance or material containing lead, or in any way respond to, or assess the effects of lead; or
 - (b) Claim or suit related to, testing for, monitoring, cleaning up, removing, abating, containing, treating or neutralizing lead, paint containing lead, or any other substance or material containing lead or in any way responding to or assessing the effects of lead.

PI-GL-002 (8/94)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. EXCLUSION - ASBESTOS LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section 1 - Coverages) and paragraph 2., Exclusions of COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY (Section 1 - Coverages):

This insurance does not apply to:

"Bodily injury," "property damage," "personal injury" or "advertising injury" arising out of:

- Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos;
- 2. The use of asbestos in constructing or manufacturing any good, product or structure;
- 3. The removal of asbestos from any good, product or structure; or
- 4. The manufacture, sale, transportation, storage or disposal of asbestos or goods or products containing asbestos.

The coverage afforded by this policy does not apply to payment for the investigation or defense of any loss or "suit," injury or damage or any cost, fine or penalty or for any expense or claim or "suit" related to any of the above.

PI-GL-005 (07/12)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PAR	Т
SCHEDUL	E

Effective Date:

Name of Person or Organization (Additional Insured):

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or relating to your negligence in the performance of "your work" for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE**.

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

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Philadelphia Indemnity Insurance Company

PI-GL-019 OK (09/16)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OKLAHOMA CHANGES – POLITICAL SUBDIVISIONS (LIMITS OF INSURANCE)

This endorsement modifies insurance provided under the following:

ABUSIVE CONDUCT LIABILITY COVERAGE FORM
BUSINESS AUTO COVERAGE PART
COMMERCIAL EXCESS LIABILITY COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY INSURANCE POLICY
CYBER LIABILITY COVERAGE
LIQUOR LIABILITY COVERAGE PART
EMPLOYEE BENEFITS COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
SEXUAL ABUSE OR MOLESTATION VICARIOUS LIABILITY COVERAGE FORM

- As respects this endorsement, the limits of insurance available for liability arising out of or resulting from a "tort" apply as shown in the Governmental Tort Claims Act or its amendments, found in Title 51 of the Oklahoma Statues beginning at Section 151, unless a lower limit of insurance is shown in the Declarations.
- 2. For the purpose of this endorsement, "tort" means a legal wrong, independent of contract, involving violation of a duty imposed by general law, statute, the Constitution of the State of Oklahoma, or otherwise, resulting in a loss to any person, association or corporation as the proximate result of an act or omission of a political subdivision or the state or an employee acting within the scope of employment as defined in 51 O.S.152 of the Governmental Tort Claims Act.
- 3. The **CONDITIONS** section is amended to include the following:

Any available governmental immunity is not waived due to this policy being in place.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY DELUXE ENDORSEMENT: HUMAN SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #	
Extended Property Damage	Included	2	
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2	
Non-Owned Watercraft	Less than 58 feet	2	
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2	
Damage to Premises Rented to You	\$1,000,000	3	
HIPAA	Clarification	4	
Medical Payments	\$20,000	5	
Medical Payments – Extended Reporting Period	3 years	5	
Athletic Activities	Amended	5	
Supplementary Payments – Bail Bonds	\$5,000	5	
Supplementary Payment – Loss of Earnings	\$1,000 per day	5	
Employee Indemnification Defense Coverage	\$25,000	5	
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6	
Additional Insured – Newly Acquired Time Period	Amended	6	
Additional Insured – Medical Directors and Administrators	Included	7	
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7	
Additional Insured – Broadened Named Insured	Included	7	
Additional Insured – Funding Source	Included	7	
Additional Insured – Home Care Providers	Included	7	
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7	
Additional Insured – Lessor of Leased Equipment	Included	7	
Additional Insured – Grantor of Permits	Included	8	
Additional Insured – Vendor	Included	8	
Additional Insured – Franchisor	Included	9	
Additional Insured – When Required by Contract	Included	9	
Additional Insured – Owners, Lessees, or Contractors	Included	9	
Additional Insured – State or Political Subdivisions	Included	10	

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

"Bodily injury" or property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability** is amended to include the following:

(3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

Page 2 of 12

LIABILITY, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

- 1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
 - a. The last paragraph of SECTION I COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions; is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

b. SECTION III – LIMITS OF INSURANCE, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

c. SECTION V – DEFINITIONS, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance, (1) (a) (ii) is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

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- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph 1. Insuring Agreement is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph 2. Exclusions is amended to include the following additional exclusions:

This insurance does not apply to:

a. Intentional, Willful, or Deliberate Violations

Any willful, intentional, or deliberate "violation(s)" by any insured.

b. Criminal Acts

Any "violation" which results in any criminal penalties under the HIPAA.

c. Other Remedies

Any remedy other than monetary damages for penalties assessed.

d. Compliance Reviews or Audits

Any compliance reviews by the Department of Health and Human Services.

- 3. **SECTION V DEFINITIONS** is amended to include the following additional definitions:
 - **a.** "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."
 - **b.** "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
 - c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments - Limit Increased to \$20,000, Extended Reporting Period

If COVERAGE C MEDICAL PAYMENTS is not otherwise excluded from this Coverage Part:

- The Medical Expense Limit is changed subject to all of the terms of SECTION III LIMITS OF INSURANCE to the greater of:
 - **a.** \$20,000; or
 - **b.** The Medical Expense Limit shown in the Declarations of this Coverage Part.
- 2. SECTION I COVERAGE, COVERAGE C MEDICAL PAYMENTS, Subsection 1. Insuring Agreement, a. (3) (b) is deleted in its entirety and replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection **2. Exclusions**, Paragraph **e. Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

- 1. b. is deleted in its entirety and replaced by the following:
- b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.
- **1.d.** is deleted in its entirety and replaced by the following:
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits.

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K. Key and Lock Replacement - Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- **a.** "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- **b.** "Employee" means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you; or
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

- (3) "Employee" does not mean:
 - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - **(b)** Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- **c.** "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II - WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

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Coverage Part, Paragraph 3.a. is deleted in its entirely and replaced by the following:

- **a.** Coverage under this provision is afforded until the end of the policy period.
- **2.** Each of the following is also an insured:
 - a. Medical Directors and Administrators Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
 - b. Managers and Supervisors Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. Broadened Named Insured Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- **d.** Funding Source Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. Home Care Providers At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- **f. Managers, Landlords, or Lessors of Premises** Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

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organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. **Grantors of Permits** Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
 - (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. **Vendors** Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
 - (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - **(e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - **(f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. Franchisor Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. As Required by Contract Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- I. Owners, Lessees or Contractors Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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- **m. State or Political Subdivisions –** Any state or political subdivision as required, subject to the following provisions:
 - (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
 - (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - **(b)** "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph **2**. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.
- b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- **(3)** An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

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Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury - Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- **a.** Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- **b.** Except for mental anguish, includes death resulting from the foregoing (Item **a.** above) at any time.

R. Personal and Advertising Injury - Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

- 1. **SECTION V DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:
 - b. Malicious prosecution or abuse of process;
- 2. SECTION V DEFINITIONS, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- **a.** Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
- **b.** Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

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- **c.** Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- **d.** Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

PI-HS-005 (07/04)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION PROFESSIONAL LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section 1 - Coverages) and paragraph 2., Exclusions of COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY (Section 1 - Coverages):

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of:

- 1. The rendering or failure to render:
 - a. Medical, surgical, dental, x-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;
 - b. Any health or therapeutic service, treatment, advice or instruction; or
 - c. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming.
- 2. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
- 3. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures, or
- 4. A "professional incident" as defined herein.

"Professional incident" means any actual or alleged negligent:

- a) act;
- b) error; or
- c) omission

in the actual rendering of professional services to others, including counseling services, in your capacity as a human services organization. Professional services include the furnishing of food, beverages, medications or appliances in connection therewith.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

30 Day Notice of Cancellation

PI-MANU-1 (01/00)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTICE TO DESIGNATED PERSONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROFESSIONAL LIABILITY COVERAGE PART

COMMERCIAL CRIME COVERAGE PART

COMMERCIAL INLAND MARINE COVERAGE PART

COMMERCIAL PROPERTY COVERAGE PART

COMMERCIAL AUTOMOBILE COVERAGE PART

The following is added to A. CANCELLATION of the Common Policy Conditions of

the above applicable coverage part:

- A. In the event we cancel the policy in accordance with the policy's terms and conditions, we will endeavor to mail written notice to Additional Insureds or Certificate Holders within the stated time frames. However, failure to mail such notice shall impose no obligation of any kind upon us, our agents or representatives.
- 1. 30 days before the effective date of cancellation if we cancel for non-payment of premium.
- 2. 30 days before the effective date of cancellation if we cancel for any other reason.
- 30 Day Notice of Cancellation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

Non Stacking of Limits

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON STACKING OF LIMITS

NAMED INSURED: Goodwill Industries of Central Oklahoma, Inc

Policy Number PHPK

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE FORM

For purposes of determining our limits of liability, the liability insurance coverage provided under this policy does not apply to claims arising from operations covered under policy number (s):

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

Additional Insured Primary and Non-contributory Insurance

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization (Additional Insured)

Any Manager, Landlord, or Lessor, where required by a written contract executed prior to the occurrence of a loss.

SECTION II - WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or relating to your negligence in the performance of "your work" for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization. This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in SECTION III - LIMITS OF INSURANCE

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

SPECIAL EVENTS ENDORSEMENT - PI-SE-001 (07/18)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. This insurance applies to "bodily injury", "property damage", and "personal and advertising injury"arising out of all of your special events with the following exceptions unless scheduled in paragraph C. SCHEDULE OF SPECIAL EVENTS below:

- · Parades sponsored by the Insured
- Shooting activities
- Fireworks
- Carnivals and fairs with mechanical rides sponsored by the Insured
- Hip-Hop or Rap concerts
- Events including contact sports
- Rodeos sponsored by the Insured
- Political Rallies
- Any event with greater than 2,500 people at any one time (including otherwise acceptable events)
- Any event with liquor provided by the Insured if a license is required for such activity.
- B. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) related to your special events, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.
 - C. SCHEDULE OF SPECIAL EVENTS:

Event(s) Date(s)

This endorsement is not intended to replace, supersede or provide additional coverage or limits for a special event(s) if there is a separate policy in place providing coverage for the same special event(s).

Philadelphia Indemnity Insurance Company

PI-SAM-006 (01/17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. ABUSE OR MOLESTATION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. Exclusions of SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY and Paragraph 2. Exclusions of SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY:

This insurance does not apply to any injury sustained by any person arising out of or resulting from the alleged, actual or threatened abuse or molestation by anyone.

We shall not have any duty to defend any "suit" against any insured seeking damages on account of any such injury.

This exclusion applies to all injury sustained by any person, including emotional distress, arising out of molestation or abuse whether alleged, actual or threatened including but not limited to molestation or abuse arising out of your negligence or other wrongdoing with respect to:

- 1. Hiring, placement, employment, training;
- 2. Investigation;
- 3. Supervision;
- 4. Reporting any molestation or abuse to the proper authorities, or failure to so report; or
- 5. Retention;

of a person for whom any insured is or ever was legally responsible or for whom any insured may have assumed the liability; and whose conduct would be excluded above.

COMMERCIAL INLAND MARINE CM 00 01 09 04

COMMERCIAL INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

LOSS CONDITIONS

A. Abandonment

There can be no abandonment of any property to

B. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- 1. Pay its chosen appraiser; and
- 2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

C. Duties In The Event Of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

- Notify the police if a law may have been broken.
- **2.** Give us prompt notice of the loss or damage. Include a description of the property involved.
- As soon as possible, give us a description of how, when and where the loss or damage occurred.
- 4. Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

- You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.
- As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

- 7. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.
- 8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
- Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
- **10.** Cooperate with us in the investigation or settlement of the claim.

D. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

E. Loss Payment

- 1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- **2.** We will not pay you more than your financial interest in the Covered Property.
- 3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
- **4.** We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

CM 00 01 09 04

- 5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:
 - a. We have reached agreement with you on the amount of the loss; or
 - **b.** An appraisal award has been made.
- **6.** We will not be liable for any part of a loss that has been paid or made good by others.

F. Other Insurance

- You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
- 2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

G. Pair, Sets Or Parts

1. Pair Or Set

In case of loss or damage to any part of a pair or set we may:

- Repair or replace any part to restore the pair or set to its value before the loss or damage; or
- **b.** Pay the difference between the value of the pair or set before and after the loss or damage.

2. Parts

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

H. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

I. Reinstatement Of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

J. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- 1. Prior to a loss to your Covered Property.
- **2.** After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance; or
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you.

This will not restrict your insurance.

GENERAL CONDITIONS

A. Concealment, Misrepresentation Or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

- 1. This Coverage Part;
- 2. The Covered Property:
- 3. Your interest in the Covered Property; or
- 4. A claim under this Coverage Part.

B. Control Of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

- There has been full compliance with all the terms of this Coverage Part; and
- The action is brought within 2 years after you first have knowledge of the direct loss or damage.

D. No Benefit To Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

E. Policy Period, Coverage Territory

We cover loss or damage commencing:

- During the policy period shown in the Declarations; and
- **2.** Within the coverage territory.

F. Valuation

The value of property will be the least of the following amounts:

1. The actual cash value of that property;

- 2. The cost of reasonably restoring that property to its condition immediately before loss or damage; or
- **3.** The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

COMMERCIAL INLAND MARINE CM 00 28 01 13

SIGNS COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning.

A. Coverage

We will pay for direct physical loss of or damage to Covered Property from any of the Covered Causes of Loss.

- Covered Property, as used in this Coverage Form, means:
 - a. Your signs; and
 - Similar property of others in your care, custody or control.

2. Property Not Covered

Covered Property does not include contraband, or property in the course of illegal transportation or trade.

3. Covered Causes Of Loss

Covered Causes of Loss means direct physical loss or damage to Covered Property except those causes of loss listed in the Exclusions.

4. Additional Coverage - Collapse

The coverage provided under this Additional Coverage – Collapse applies only to an abrupt collapse as described and limited in Paragraphs **a.** through **c.**

- a. For the purpose of this Additional Coverage Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.
- b. We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that contains Covered Property insured under this Coverage Form, if such collapse is caused by one or more of the following:
 - (1) Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;

- (2) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
- (3) Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation;
- (4) Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:
 - (a) A cause of loss listed in Paragraph (1) or (2);
 - (b) One or more of the following causes of loss: fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; breakage of building glass; falling objects; weight of snow, ice or sleet; water damage; earthquake; all only as insured against in this Coverage Form;
 - **(c)** Weight of people or personal property; or
 - (d) Weight of rain that collects on a roof.
- **c.** This Additional Coverage Collapse will not increase the Limits of Insurance provided in this Coverage Form.

B. Exclusions

 We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

a. Governmental Action

Seizure or destruction of property by order of governmental authority.

CM 00 28 01 13

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

b. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this Coverage Form.

c. War And Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

Exclusions **B.1.a.** through **B.1.c.** apply whether or not the loss event results in widespread damage or affects a substantial area.

- **2.** We will not pay for loss or damage caused by or resulting from any of the following:
 - Delay, loss of use, loss of market or any other consequential loss.
 - **b.** Breakage during transportation, or breakage during installation, repairing or dismantling.

But we do insure against such loss or damage caused directly by fire, lightning, or by accident to the vehicle carrying the property if these causes of loss would be covered under this Coverage Form.

- c. Dishonest or criminal act (including theft) committed by:
 - (1) You, any of your partners, employees (including temporary employees and leased workers), officers, directors, trustees, or authorized representatives;
 - (2) A manager or a member if you are a limited liability company; or

(3) Anyone else with an interest in the property, or their employees (including temporary employees and leased workers) or authorized representatives;

whether acting alone or in collusion with each other or with any other party.

This exclusion applies whether or not an act occurs during your normal hours of operation.

This exclusion does not apply to acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives; but theft by your employees (including temporary employees and leased workers) or authorized representatives is not covered.

- **d.** Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:
 - Electrical or electronic wire, device, appliance, system or network; or
 - (2) Device, appliance, system or network utilizing cellular or satellite technology;

creating a short circuit or other electric disturbance within an article covered under this Coverage Form.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes, but is not limited to, electrical current, including arcing; electrical charge produced or conducted by a magnetic or electromagnetic field; pulse of electromagnetic energy; electromagnetic waves or microwaves.

But if artificially generated electrical, magnetic or electromagnetic energy, as described above, results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this Coverage Form.

This exclusion only applies to loss or damage to that article in which the disturbance occurs.

e. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

- **f.** Unauthorized instructions to transfer property to any person or to any place.
- **g.** Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
- h. Theft by any person (except carriers for hire) to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion applies whether or not an act occurs during your normal hours of operation.

- 3. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss.
 - a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss or damage.
 - **b.** Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
 - **c.** Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or
 - (4) Maintenance;
 - of part or all of any property wherever located.
 - **d.** Collapse, including any of the following conditions of property or any part of the property:
 - (1) An abrupt falling down or caving in;
 - (2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
 - (3) Any cracking, bulging, sagging, bending, leaning, settling, shrinking or expansion as such condition relates to Paragraph (1) or (2).

This Exclusion **d.** does not apply to the extent that coverage is provided under the Additional Coverage – Collapse or to collapse caused by one or more of the following: fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; breakage of building glass; falling objects; weight of snow, ice or sleet; water damage; earthquake; weight of people or personal property; weight of rain that collects on a roof.

e. Wear and tear, any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration; mechanical breakdown; dampness, cold or heat.

C. Limits Of Insurance

The most we will pay for loss or damage in any one occurrence is the applicable Limit Of Insurance shown in the Declarations.

D. Deductible

We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage before applying the applicable Limits of Insurance exceeds the Deductible shown in the Declarations. We will then pay the amount of the adjusted loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

E. Additional Conditions

The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

1. Coverage Territory

We cover property wherever located within:

- **a.** The United States of America (including its territories and possessions);
- b. Puerto Rico; and
- c. Canada.

2. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies.

We will not pay the full amount of any loss if the value of Covered Property, except property in transit, at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property. Instead, we will determine the most we will pay using the following steps:

- **a.** Multiply the value of Covered Property, except property in transit, at the time of loss by the Coinsurance percentage;
- **b.** Divide the Limit of Insurance of the property by the figure determined in Step **a.**;
- c. Multiply the total amount of loss, before the application of any deductible, by the figure determined in Step b.; and
- **d.** Subtract the deductible from the figure determined in Step **c.**

We will pay the amount determined in Step d. or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

PI-CIM-032 (5-03)

MISCELLANEOUS COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to the **Definitions** section in this Coverage Form.

COVERAGE FORM DECLARATIONS

SCHEDULED PROPERTY

LIMITS OF INSURANCE

Description of Property

SEE SCHEDULE ATTACHED

UNSCHEDULED PROPERTY

(Any single item of property with a value of \$ 2,500 or more must be separately scheduled)

Total Unscheduled Property In Any One Occurrence \$

TOTAL ALL COVERED PROPERTY IN ANY ONE OCCURRENCE \$ 15,200

Deductible: \$ 500

A. Coverage

We will pay for "loss" to Covered Property from any of the Covered Causes of Loss.

1. Covered Property

Covered Property means:

- Property separately described in Schedule above for which a Limit of Insurance is shown;
 and
- **b.** Unscheduled property, with no one item having a value of \$ 2,500 or more, when an Unscheduled Property Limit of Insurance is shown in the schedule above.

Covered property includes:

- (1) Your Property; and
- **(2)** Property of others that is in your care, custody, or control.

PI-CIM-032 (5-03)

2. Property Not Covered

Covered Property does not include:

- **a.** Accounts, bills, deeds, notes, securities, evidences of debt, letters of credit, tickets, passports, documents, manuscripts, mechanical drawings, valuable papers of any kind, recorded electronic data, and media;
- **b.** Money, currency, bullion, gold, silver and other precious metals, diamonds, precious or semi-precious stones, jewelry, furs, or fine arts;
- **c.** Property held for sale;
- d. Contraband or property in the course of illegal transportation or trade; or
- e. Land or water.

3. Covered Causes of Loss

Covered Causes of Loss means **Risks of Direct Physical "Loss"** to Covered Property except those causes of **"loss"** listed in the Exclusions.

4. Coverage Extensions

a. Debris Removal

- (1) We will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us within 180 days of the date of direct physical "loss" or damage.
- (2) We will pay up to \$5,000 for debris removal expense in any one occurrence when the sum of the direct "loss" and debris removal expense exceeds the applicable Limit of Insurance shown in this Coverage Form Declarations.
- (3) This coverage extension for debris removal does not apply to costs to:
 - (a) Extract "pollutants" from land or water; or
 - **(b)** Remove, restore, or replace polluted land or water.

b. Pollutant Clean-Up and Removal

- (1) We will pay your expenses to extract "pollutants" from land or water if the release, discharge, or dispersal of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us within 180 days of the date of direct physical "loss" or damage.
- (2) The most we will pay for pollutant clean-up and removal is \$10,000 for the sum of all such expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

c. Additional Acquired Property

If during the policy period you acquire additional property of a type already covered by this form, we will cover such property for up to 30 days. The most we will pay in a loss is the lesser of:

(1) 25% of the total Limit of Insurance shown in the Schedule for that type of property; or

(2) \$10,000.

You will report such property within 30 days from the date acquired and will pay any additional premium due. If you do not report such property, coverage will cease automatically 30 days after the property is acquired.

B. Exclusions

 We will not pay for a "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for damage or destruction of Covered Property ordered by governmental authority.

- (1) Taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form; or
- (2) That is a direct result of a Covered Cause of Loss.

b. Nuclear Hazard

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct "loss" caused by resulting fire if the fire would be covered under this Coverage Form.

c. War and Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
- 2. We will not pay for a "loss" caused by or resulting from any of the following:
 - **a.** Delay, loss of use, loss or market, or any other consequential loss.
 - **b.** Dishonest acts by:
 - (1) You, your employees or authorized representatives;
 - (2) Anyone else with an interest in the property, or their employees, or authorized representatives; or
 - (3) Anyone else to whom the property is entrusted.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

But this exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire.

- c. Unexplained disappearance.
- d. Shortage found upon taking inventory.
- e. Processing or work upon the covered Property. But we will pay for direct "loss" caused by resulting fire or explosion.
- **f.** Artificially generated current creating a short circuit or other electrical disturbance within the Covered Property. But we will pay for direct **"loss"** caused by resulting fire or explosion.
- **g.** Faulty materials, improper workmanship, errors in design or specifications.
- h. Theft from any unattended vehicle owned, leased, or operated by you unless at the time of theft its windows, doors, and compartments were closed and locked and there are visible signs that the theft was the result of forced entry.
- i. Wear, tear, gradual deterioration, depreciation, any quality in the property that causes it to damage or destroy itself; hidden or latent defect; mechanical breakdown; corrosion or rust.
- j. Dryness or dampness of atmosphere, extremes or changes of temperature including freezing; insects, vermin, rodents, or worms

C. Limits of Insurance

The most we will pay for "loss" in any one occurrence:

- For Covered Property is the applicable Limit of Insurance shown in this Coverage Form Declaration.
- 2. For Coverage Extensions is the Limit of Insurance applicable to a Coverage Extension.

D. Deductible

We will not pay for "loss" in any one occurrence until the amount of the adjusted "loss" exceeds the deductible shown in this Coverage Form Declarations. We will then pay the amount of the adjusted "loss" in excess of the Deductible, up to the applicable Limit of Insurance.

E. Additional Conditions

The following conditions apply in addition to the Commercial Inland Marine Conditions and Common Policy Conditions:

1. Coverage Territory

We cover Covered Property wherever located within the 50 States of the United States of America, District of Columbia, and Canada.

2. Coinsurance

a. All Scheduled Covered Property must be insured for 100% of its total value as of the time of "loss" or you will incur a penalty.

The penalty is that we will pay only the proportion of any "loss" that the total of the Limits of

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Insurance shown in this Coverage Form Declarations for all Scheduled Covered Property bears to the total value of all Scheduled Covered Property as of the time of **"loss"**. If the Scheduled Covered Property consists of two or more items, this penalty will apply to each item separately.

b. All Unscheduled Covered Property must be insured for 80% of its total value as of the time of **"loss"** or you will incur a penalty.

The penalty is that we will pay only the proportion of any **"loss"** that the Total Unscheduled Property in Any One Occurrence Limit of Insurance shown in this Coverage Form Declarations bears to the total value of all Unscheduled Covered Property as of the time of **"loss"**.

3. Impairment of Recovery Rights

If by any act or agreement after a "loss" you impair our right to recover from others liable for the "loss", we will not pay you for that "loss".

4. Labels

In the event of "loss" to identifying labels or wrappers, we will pay only the cost of new labels or wrappers.

F. Definitions

- 1. "Loss" means accidental loss or damage.
- 2. "Pollutants" means any Covered Property that becomes a solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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COMPUTER COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "ours" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to **Section VI**, **Definitions**.

Coverage Form Declarations

Coverage Form De	ciarations								
				l imais a	.£ l				
	Limit of Insurance								
		LOC. I	No. ALL						
Computer Property	Coverage S	ection							
Hardware		\$							
Data Media		\$							
All Premises Compu	iter Property E	Blanket L	_imit of Ins	urance			\$	4	100,000
Deductible \$	500								
Business Income v	vith Extra Ex	pense C	overage S	Section					
Monthly Limit of Inde	emnity	\$							
Maximum Period of	Indemnity		Days						
All Premises Busine Blanket Monthly Lim			Expense				\$		
All Premises Busine Maximum Period of		h Extra	Expense						
Deductible \$	OR	Waiti	ng Period		☐ Hours	□ Day	s		
Other Limits of Ins	urance		Bas	sic Limi	t		Supers	seding	Limit
While in transit			\$1	10,000	or	\$			
Transfer between pr	emises		\$1	10,000	or	\$			
Temporarily within o Permanently located residence				10,000 10,000	or or	\$ \$			
Valuation Basis:	☑ Replacen	st □ Ac	☐ Actual Cash Value			rational	Replac	cement Cost	

I. Coverages

We provide coverage only under the Coverage Section or Sections for which a Limit of Insurance is shown in the Coverage Declarations.

A. Computer Property Coverage Section

1. We will pay for direct physical "loss" to Covered Property caused by or resulting from any of the Covered Causes of Loss.

Covered Property, as used in the Computer Property Coverage Section, means the following types of computer property for which a Limit of Insurance is shown in the Coverage Declarations.

- **a.** Computer **hardware** used in your business which you own or is property of others in your care, custody or control for which you are liable.
- **b.** Computer "data" and "media" used in your business which you own or is property of others in your care, custody or control.
- 2. We will cover the property while it is:
 - a. At a premises shown in the Coverage Declarations or on an attached schedule;
 - b. In transit; and
 - **c.** Temporarily at other premises.
 - **d**. Permanently located at an employee's residence.
- Additional Coverages Applicable to the Computer Property Coverage Section.

a. Preservation of Property

If it is necessary to move Covered Property from premises listed in the Coverage Declarations or on an attached schedule to preserve it from "loss" by any of the Covered Causes of Loss, we will pay for any direct physical "loss" to that property:

- (1) While it is being moved or while temporarily stored at another premises; but
- (2) Only if the "loss" occurs within 30 days after the property is first moved.

The Limit of Insurance for Property in Transit or Temporarily at Other Premises does not apply to this Additional Coverage.

This Additional Coverage does not increase the Limits of Insurance provided by this Coverage Form.

b. Debris Removal

(1) We will pay your expenses to remove debris of Covered Property at a premises listed in the Coverage Declarations or on an attached schedule caused by or resulting from any of the Covered Causes of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of the direct physical "loss".

(2) We will pay 25% of the amount we pay for the direct physical "loss" to Covered Property; plus the Deductible in this policy applicable to that "loss", but

This Additional Coverage does not apply to costs to:

- (a) Extract "pollutants" from land or water; or to
- **(b)** Remove, restore or replace polluted land or water.

This limit does not increase any applicable Limits of Insurance.

- (3) If either:
 - (a) The sum of direct physical "loss" and Debris Removal expenses exceeds the applicable Limits of Insurance; or
 - (b) The Debris Removal expenses exceed the amount payable under the 25% limitation in subparagraph (b) (2) above;

We will pay up to an additional \$50,000 for each described premises in any one occurrence.

This limit is in addition to any other applicable Limits of Insurance provided by this Coverage Form.

c. Duplicate "Data" and "Media"

- (1) We will cover duplicate and back-up "data" and "media" which is:
 - (a) Stored at premises other than the premises shown in the Coverage Declarations or on an attached schedule; and
 - (b) Not covered under another policy.
- (2) The most we will pay for "loss" to duplicate "data" and "media" in any one occurrence is \$50,000.

This Additional Coverage does not apply to property at any scheduled premises. This Additional Coverage is in addition to the applicable Limit of Insurance provided by the Computer Property Coverage Section.

d. Additionally Acquired Computer "Hardware"

(1) We will pay for direct physical "loss" caused by or resulting from any of the Covered Causes of Loss to additional computer "hardware" you acquire, if it is of a type already covered under the Computer Property Coverage Section.

The most we will pay under this Additional Coverage for "loss" to computer "hardware" in any one occurrence is the lesser of the following amounts:

(a) 20% of the Limit of Insurance for computer "hardware" at the premises with the highest Limit of Insurance shown in the Coverage Declarations or on an attached schedule as of the date of "loss"; or

- **(b)** \$250,000.
- (2) Insurance under this Additional Coverage will end when any of the following first occurs:
 - (a) This policy expires:
 - (b) 60 days expire after you acquire the property; or
 - (c) You report such property to us.
- (3) We will charge you additional premium for values reported from the date you acquire the property. This Additional Coverage does not increase the applicable Limits of Insurance provided by the Computer Property Coverage Section.

e. Additionally Acquired Premises

- (1) We will pay for direct physical "loss" to the covered computer "hardware" at new premises not listed in the Coverage Declarations or on an attached schedule caused by or resulting from any of the Covered Causes of Loss. The most we will pay under this Additional Coverage for covered computer "hardware" in any one occurrence is \$250,000.
- (2) Insurance under this Additional Coverage will end when any of the following first occurs:
 - (a) This policy expires;
 - (b) 60 days after you move the covered computer "hardware" to the new premises; or
 - (c) You report the move to the new premises to us.
- (3) We will have the right to make a premium adjustment for such new premises. The adjustment will be made from the date you acquire the premises, and will be pro-rata of the rates in effect on that date.

This Additional Coverage does not increase the applicable Limits of Insurance provided by the Computer Property Coverage Section.

f. Recharge or Refill of Fire Protection System

We will pay your expenses to recharge or refill an automatic fire protection system that is specifically designed to protect the Covered Property when such system is discharged as a result of any of the Covered Causes of Loss.

The most we will pay under this Additional Coverage in any one occurrence is \$50,000.

This Coverage is in addition to the applicable Limits of Insurance provided by the Computer Property Coverage Section.

g. Worldwide Transit Extension

The provisions in this Coverage Form for Computer Property while in Transit, and for Computer Property Temporarily within other premises are extended to provide coverage world-wide. In no event will we pay more than the lesser of the following amounts:

(1) 10% of the Limit of Insurance shown in the Coverage Declarations for Property While In Transit; or

(2) \$15,000.

This Coverage is in addition to the applicable Lines of Insurance provided by the Computer Property Coverage Section.

h. Transfer Between Premises Coverage

We will pay for direct physical "loss" caused by any of the Covered Causes of Loss to Covered Property which you transfer between scheduled premises. The most we will pay under this Additional Coverage in any one occurrence is the Superseding Limit shown on the Coverage Declarations. If a Superseding Limit is not entered, then the Basic Limit will apply. The Basic or Superseding Limit of Insurance, whichever applies, is the only applicable Limit of Insurance for Computer Property that has been transferred between premises, and no other Limit or combination of Limits applies.

B. Business Income with Extra Expense Coverage Section

1. Subject to the "Maximum Period of Indemnity" and the "Monthly Limit of Indemnity" shown on the Coverage Declarations, we will pay for the actual loss of "business income" you sustain due to the necessary suspension of your "operations" during the "period of restoration". The suspension must occur during the policy period at a premises shown in the Coverage Declarations or on an attached schedule, and must be caused by direct physical "loss" to "Computer Facility Property" caused by or resulting from any of the Covered Causes of Loss.

We will pay your "business income" loss if you are prohibited access to the premises where your computer facility is located by order of civil authority because of direct physical "loss" to adjacent property caused by or resulting from any of the Covered Causes of Loss.

- **a.** This Coverage for prohibited access to premises will apply from the time of such order and for up to two weeks.
- **b.** This Coverage for prohibited access to premises does not increase the Limits of Insurance provided by the Business Income with Extra Expense Coverage Section.
- 2. Subject to the "Maximum Period of Indemnity" and the "Monthly Limit of Indemnity" shown on the Coverage Declarations, we will pay the actual and necessary "extra expenses" you incur, except the cost of extinguishing a fire, in order to continue your "operations" during the "period of restoration". The "extra expenses" must be incurred during the policy period at a premises shown in the Coverage Declarations or on an attached schedule, and must result from direct physical "loss" to "Computer Facility Property" caused by or resulting from any of the Covered Causes of Loss.

We will pay the actual and necessary "extra expenses" you incur to continue your "operations" if you are prohibited access to the premises where your computer facility is located by order of civil authority because of direct physical "loss" to adjacent property caused by or resulting from any of the Covered Causes of Loss.

- **a.** This Coverage for prohibited access to premises will apply from the time of such order and for up to two weeks.
- **b.** This Coverage for prohibited access to premises does not increase the Limits of Insurance provided by the Business Income with Extra Expense Coverage Section.

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C. Applicable To All Coverage Sections

Off Premises Power Supply Failure

We will pay for "**loss**" caused by interruption of power supply service to the described premises. The interruption must be caused by direct physical "**loss**" by any of the Covered Causes of Loss to the following types of property not on the described premises, supplying electricity, steam or gas to the described premises.

- a. Utility generating plants;
- **b.** Switching stations;
- c. Substations:
- d. Transformers; and
- e. Transmission Lines;

But not overhead transmission lines.

The most we will pay under the Coverage Extension in any one occurrence is \$25,000.

This Coverage Extension is in addition to the Limits of Insurance provided by this Coverage Form.

D. Property Not Covered

Covered Property does not include:

- 1. 'Valuable papers and records" unless they are converted into "data" form, and then only in that form;
- 2. Under the Computer Property Coverage Section, any computer "data" or "media" which cannot be reproduced or replaced with others of the same kind of quality, unless they are scheduled in an attached Software Specified Value Endorsement;
- 3. Property which you are leasing or renting to others while it is away from your premises;
- **4.** Contraband, or property in the course of illegal transportation or trade; or
- 5. Manufacturing or production machinery or equipment.

E. Covered Causes of Loss

Covered Causes of Loss means Risks of **Direct Physical** Loss to Covered Property except those Causes of Loss listed in the Exclusions.

II. Exclusions

A. We will not pay for "**loss**" caused directly or indirectly by any of the following. Such "**loss**" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "**loss**".

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1. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for "**loss**" caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

2. Nuclear Hazard

- a. Any weapon employing atomic fission or fusion; or
- b. Nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct "loss" by resulting fire if the fire would be covered under this Coverage Form.

3. Off-Premises Services

The failure of power or other utility service supplied to the described premises, however caused, if the failure occurs away from the described premises.

But if "loss" by a Covered Cause of Loss results, we will pay for that resulting "loss".

This exclusion does not apply to the Off-Premises Power Supply Failure Coverage Extension.

4. War and Military Action

- a. War, including undeclared or civil war;
- **b.** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- **c.** Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
- B. We will not pay for "loss" caused by or resulting from any of the following:
 - 1. Delay, loss of use, loss of market, or any other consequential loss.
 - 2. Discharge, dispersal, seepage, migration, release or escape of "pollutants".
 - 3. Dishonest acts by you or any of your partners, officers, directors, or trustees whether or not acting alone or in collusion with other persons or occurring during the hours of employment.
 - **4.** Error in machine programming or instructions to any machine.
 - **5.** Wear and tear, any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration, depreciation, insects, vermin, rodents.
 - **6.** Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device, or false pretense.
- **C.** We will not pay for "loss" caused by or resulting from any of the following. But if "loss" by any of the Covered Causes of Loss results, we will pay for that resulting "loss

- 1. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
- 2. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph II. A. above to produce the "loss".

III. Additional Exclusions applying to the Business Income with Extra Expense Coverage Section:

We will not pay for "loss" caused by or resulting from any of the following:

- A. Any local or State ordinance or law regulating construction or repair of buildings or structures.
- **B.** Interference by strikers or other persons at your premises with the repair or replacement of property which has been damaged or destroyed, or with your efforts to resume "operations".
- C. The suspension, lapse, or cancellation of any lease, license, contract, or order.

IV. Limits of Insurance

The most we will pay for "loss" in any one occurrence:

- **A.** For each Coverage Section, regardless of the number of premises suffering "loss" in any one occurrence, is the Limit of Insurance applicable to that Coverage Section in the Coverage Declarations:
- **B.** For all other coverage provided under this Coverage Form is the applicable Limit of Insurance shown in the Coverage Declarations.
- **C.** For Computer Property while in transit is the Superseding Limit shown on the Coverage Declarations. If a Superseding Limit is not entered, then the Basic Limit will apply. The Basic or Superseding Limit of Insurance, whichever applies, is the only applicable Limit of Insurance for Computer Property while in transit, and no other Limit or combination of Limits applies.
- D. For Computer Property while temporarily within other premises is the Superseding Limit shown on the Coverage Declarations. If a Superseding Limit is not entered, then the Basic Limit will apply. The Basic or Superseding Limit of Insurance, whichever applies, is the only applicable Limit of Insurance for Computer Property while temporarily within other premises, and no other Limit or combination of Limits applies.

V. Deductible

We will not pay for "loss" in any one occurrence until the amount of "loss" exceeds the Deductible or Waiting Period shown in the Coverage Form Declarations. We will then pay the amount of "loss" in excess of the Deductible, up to the applicable Limit of Insurance.

If more than one deductible is applicable under this Coverage Form at a scheduled premises, we will only apply the highest amount that is applicable.

VI. Additional Conditions

- **A.** The following condition is applicable to all Coverage Sections, and applies in addition to the Commercial Inland Marine Conditions, and the Common Policy Conditions:
 - **1.** Policy Period, Coverage Territory Under this Coverage Form:

- **a.** We cover "loss" commencing within the Coverage Territory.
- **b.** The Coverage Territory is the United States of America and Canada.
- **B.** The following conditions are applicable to the Computer Property Section, and apply in addition to the Commercial Inland Marine Conditions, and the Common Policy Conditions:

1. Valuation - Computer Hardware

General Condition E. Valuation of the Commercial Inland Marine Conditions is replaced by the following:

In the event of a "loss" we will determine the value of Covered Property as of the date of the "loss" as follows:

a. Replacement Cost

If the Valuation Basis shown in the Coverage Declarations applicable to this Covered Property is Replacement Cost:

- (1) We will determine the value of the lost or damaged property at Replacement Cost, except as provided below. Replacement Cost means the cost to replace with new property of comparable material and quality and used for the same purpose without deduction for depreciation.
- (2) You may make a claim for "loss" covered by this insurance on an Actual Cash Value basis instead of a Replacement Cost basis.

In the event you elect to have the "loss" settled on an Actual Cash Value basis, you may still make a claim for the additional coverage which Replacement Cost provides if you notify us of your intent to do so within 180 days after the "loss".

- (3) We will not pay on a Replacement Cost basis for any "loss":
 - (i) Until the lost or damaged property is actually repaired or replaced; and
 - (ii) Unless the repairs or replacement are made as soon as reasonably possible after the "loss".
- (4) We will not pay more for "loss" on a Replacement Cost basis than the least of the following:
 - (i) The Limit of Insurance applicable to the lost or damaged property;
 - (ii) The cost to replace the lost or damaged property with other property of comparable material and quality; and used for the same purpose; or
 - (iii) The amount you actually spend that is necessary to repair or replace the lost or damaged property.
- **b.** Actual Cash Value if the Valuation Basis shown in the Coverage Declarations is Actual Cash Value.
 - (1) We will determine the value of lost or damaged property at Actual Cash Value as of the time of "loss", including an allowance for depreciation.

- (2) We will not pay more for "loss" on a Actual Cash Value basis than the least of the following:
 - (i) The Limit of Insurance applicable to the lost or damaged property;
 - (ii) The cost to replace the lost or damaged property with other property of comparable material and quality; and used for the same purpose; or
 - (iii) The amount you actually spend that is necessary to repair or replace the lost or damaged property.
- **c.** Operational Replacement Cost If the Valuation Basis shown in the Coverage Declaration is Operational Replacement Cost:
 - (1) We will determine the value of the lost or damaged Property at Operational Replacement Cost, except as provided below. Operational Replacement Cost means the cost to replace the lost or damaged property with new property intended to perform the same function.
 - (2) You may make a claim for "loss" covered by this insurance on an Actual Cash Value basis instead of an Operational Replacement Cost basis. In the event you elect to have "loss" settled on an Actual Cash Value basis, you may still make a claim for the additional coverage which Operational Replacement Cost provides if you notify us of your intent to do so within 180 days after the "loss".
 - (3) However, for Operational Replacement Cost to apply, there must be a total "loss" of the current item. If a partial "loss" occurs to an item covered for Operational Replacement Cost, we will pay as if the item were insured for Replacement Cost as explained under **B.1.a.** of this Coverage Form.
 - (4) We will not pay more for "loss" on an Operational Replacement Cost basis than the least of the following:
 - (i) The Limit of Insurance applicable to the lost or damaged property;
 - (ii) The cost to replace, on the same premises, the lost or damaged property with other property of comparable material and quality; and used to perform the same functions; or
 - (iii)The amount you actually spend that is necessary to repair or replace the lost or damaged property.

2. Valuation - Computer "Data" and "Media"

General Condition E. Valuation of the Commercial Inland Marine Conditions is replaced by the following:

the event of a "loss" we will determine the value of Covered Property as of the date of the "loss" as follows:

- **a.** "Data" and "Media" not specifically listed by endorsement on this policy shall be valued as follows:
 - (1) The actual cost of reproducing or replacing the lost or damaged "data" and "media", if you actually reproduce or replace them; or

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- (2) The cost to replace the blank "media" with substantially identical property.
- b. "Data" and "Media" that are listed by endorsement on this policy shall be valued as the amount per item specified on the endorsement. This listed amount shall be the agreed value for the purpose of this coverage.
- **C.** The following conditions are applicable to the Business Income with Extra Expense Section, and apply in addition to the Commercial Inland Marine Conditions, and the Common Policy Conditions:

1. Applicable to Extra Expenses

a. Salvage

If you buy property to use temporarily until your "operations" return to "normal", we will subtract its remaining value from the "extra expenses" you have.

b. Resumption of Operations

You will resume all or part of your "operations" as quickly as possible. We will reduce the amount of your loss to the extent you can return your "operations" to "normal" and discontinue your "extra expenses".

2. Applicable to the Business Income

a. Measure of Recovery

In the event that direct physical "loss" to Covered Property causes a total shutdown of your "operations" the measure of recovery for each "work day" during the "period of restoration" will be the amount of "business income" your "operations" would have earned if no "loss" had occurred.

In the event that direct physical "loss" to Covered Property causes a partial shutdown of your "operations" the measure of recovery for each "work day" during the "period of restoration" will be the proportion of the Limit of Insurance for each "work day" that the amount of your "business income" loss during the "period of restoration" bears to the amount of "business income" your "operations" would have earned if no "loss" had occurred.

b. Resumption of Operations

If you can reduce your "business income" loss:

- (1) By total or partial resumption of your "operations" at the premises where the "loss" occurred; or
- (2) By using other property at other premises; you must do so.

We will deduct the amount of such reduction from your adjusted "business income" loss.

VI. Definitions

- A. "Business Income" means the sum of the following amounts:
 - 1. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and

2. Continuing normal operating expenses incurred, including payroll.

B. "Computer Facility Property" means:

- 1. Computer "hardware", "data" and "media" used in your business which you own, or is property of others in your care, custody or control;
- 2. The buildings or structure in which such "hardware", "data" and "media" are located, if the "loss" prevents access to your computer facility; or
- 3. The air conditioning system or electrical system needed to operate your computer "hardware".
- **C.** "Data" means facts, figures, concepts, or instructions that are in a form that can be communicated, interpreted, or processed by computer systems.

This includes computer programs, but not "media".

D. "Extra Expenses" means operating expenses over and above the costs you normally would have incurred if no "loss" had occurred. This includes expenses to rent or use other property, premises or facilities.

It does not include:

- 1. Loss of profits or earnings that result from a reduction of your "operations";
- 2. Any direct or indirect property damage that is insurable under a property damage policy; or
- 3. The cost to repair or replace damaged property. However, we will pay expenses in excess of the usual cost to repair or replace such property if they are necessary in order to reduce your "extra expenses". We will not pay more for such expenses to repair or replace damaged property than the amount by which they reduce your total "extra expenses" loss.
- **E.** "Flood" means flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not.
- **F.** "Hardware" means a network of equipment and components which accept information, process and analyze that information according to a plan and then produces the desired results. It includes disk and tape drives, printers, display screens, remote terminals, computers which control manufacturing or production equipment or machinery, and computerized telephone systems, but it does not include computer "media".
- **G.** "Loss" means accidental loss or damage.
- H. "Maximum Period of Indemnity" means the maximum time period in number of consecutive days after a direct physical "loss" for which we will pay for "Business Income", "Extra Expenses", or any combination of "Business Income" and "Extra Expenses" resulting from one occurrence.
- **I.** "Media" means materials on which "data" can be recorded, such as magnetic tapes, disk packs, paper tapes, and cards.
- J. "Monthly Limit of Indemnity" means the maximum amount at any scheduled premises that we will pay for "Business Income", "Extra Expenses", or any combination of "Business Income" and "Extra Expenses" in each period of 30 consecutive days after a direct physical "loss".

- K. "Normal" means conditions that would have existed if no direct physical "loss" had occurred.
- L. "Operations" means business activities you perform using the Covered Property at the described premises.
- **M.** "Period of Restoration" means the period from the date the "loss" occurs until the Covered Property should be repaired, rebuilt, or replaced with reasonable speed and similar quality.

The "Period of Restoration" is not limited by the expiration or termination of this Coverage Form.

- **N.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- **O.** 'Valuable papers and records' means inscribed, printed or written documents, manuscripts or records, including abstracts, books, deeds, drawings, films, maps or mortgages.

But "Valuable papers and records" does not mean money or securities, "data", or "media".

- **P.** 'Volcanic action" means direct "loss" resulting from the eruption of a volcano when the "loss" is caused by:
 - 1. Airborne volcanic blast or airborne shock waves;
 - **2.** Ash, dust or particulate matter; or
 - 3. Lava flow.
- Q. "Work day" means each period of 24 consecutive hours in which you would normally conduct your "operations", beginning at 12:01 a.m. standard time at the premises where the "loss" occurs and ending at 12:00 a.m. standard time at the premises where the "loss" occurs.

COMMERCIAL AUTO CA 00 01 10 13

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section ${\bf V}$ – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol		Description Of Covered Auto Designation Symbols		
1	Any "Auto"			
2	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.		
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.		
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.		
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.		
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.		
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).		
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.		
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.		

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19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
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B. Owned Autos You Acquire After The Policy Begins

- If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
- 2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - **b.** You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

- "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
- 2. "Mobile equipment" while being carried or towed by a covered "auto".
- 3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - **b.** Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- **b.** Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as nofault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- **a.** Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- **b.** That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- **a.** An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- **b.** The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a.** above.

This exclusion applies:

- Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- **b.** The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **a.** above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- **a.** Any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- Work or operations performed by you or on your behalf; and
- **b.** Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph **a.** or **b.** above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto":
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto":
- **b.** Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- **c.** After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- **c.** Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. Coverage

 We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- **(6)** The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- **c.** "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day, to a maximum of \$600, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

 We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
- 2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
- **3.** We will not pay for "loss" due and confined to:
 - Wear and tear, freezing, mechanical or electrical breakdown.
 - **b.** Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

- 4. We will not pay for "loss" to any of the following:
 - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

- b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.
- **c.** Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
- **d.** Any accessories used with the electronic equipment described in Paragraph **c.** above.
- **5.** Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:
 - a. Permanently installed in or upon the covered "auto":
 - **b.** Removable from a housing unit which is permanently installed in or upon the covered "auto";
 - **c.** An integral part of the same unit housing any electronic equipment described in Paragraphs **a.** and **b.** above; or
 - **d.** Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.
- 6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limits Of Insurance

- 1. The most we will pay for:
 - **a.** "Loss" to any one covered "auto" is the lesser of:
 - (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
 - **b.** All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:
 - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

- (2) Removable from a permanently installed housing unit as described in Paragraph **b.(1)** above; or
- (3) An integral part of such equipment as described in Paragraphs b.(1) and b.(2) above.
- An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- **b.** Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;

- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- **b.** Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.
 - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- **c.** If there is "loss" to a covered "auto" or its equipment, you must also do the following:
 - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- **a.** There has been full compliance with all the terms of this Coverage Form; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- **b.** The covered "auto";
- **c.** Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:
 - (1) Excess while it is connected to a motor vehicle you do not own; or
 - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- **b.** If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- **b.** Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less.

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V - DEFINITIONS

- **A.** "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
 - A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- **C.** "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.
- **D.** "Covered pollution cost or expense" means any cost or expense arising out of:
 - Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- **a.** That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto":
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto":
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- **(b)** The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- **E.** "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- **F.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- **H.** "Insured contract" means:
 - 1. A lease of premises;
 - 2. A sidetrack agreement;
 - **3.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - **4.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

- 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
- 6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- **c.** That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.
- **K.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - **2.** Vehicles maintained for use solely on or next to premises you own or rent;
 - 3. Vehicles that travel on crawler treads;

- **4.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - **b.** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- 5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - **a.** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - **b.** Cherry pickers and similar devices used to raise or lower workers; or
- 6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

- However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".
- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- **M.** "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
 - **1.** Damages because of "bodily injury" or "property damage"; or
 - **2.** A "covered pollution cost or expense"; to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- **O.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OKLAHOMA CHANGES

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Covered Autos Liability Coverage

 Paragraph C. Limit Of Insurance in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.5. Limit Of Insurance - Covered Autos Liability in the Auto Dealers Coverage Form are changed by adding the following:

Covered Autos Liability Coverage is provided in this Coverage Part in accordance with coverage required by the Compulsory Insurance Law of Oklahoma.

Paragraph 2.b.(4) of the Who Is An Insured provision of the Auto Dealers Coverage Form does not apply.

B. Changes In Conditions

- Paragraph c.(2) of the Duties In The Event Of Accident, Claim, Suit Or Loss Condition in the Business Auto and Motor Carrier Coverage Forms and Paragraph c.(2) of the Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions Condition in the Auto Dealers Coverage Form are replaced by the following:
 - (2) Take all reasonable steps, at our expense, to protect the covered "auto" from further damage. Also, keep a record of your expenses for consideration in the settlement of the claim.

2. The Other Insurance Condition in the Auto Dealers and Business Auto Coverage Forms and the Other Insurance – Primary And Excess Insurance Provisions Condition in the Motor Carrier Coverage Form are changed by adding the following:

When two policies providing liability coverage apply to an "auto" and:

- a. One provides coverage to a named insured who is an authorized motor vehicle dealer; and
- **b.** The other provides coverage to a person not engaged in that business; and
- c. At the time of an "accident" a person described in b. is operating the "auto", then that person's liability insurance is primary and the dealer's liability insurance is excess over any insurance available to that person, provided:
 - (1) The person is operating the "auto" with the permission of the dealer;
 - (2) The change in financial responsibility is evidenced by a release signed by the person operating the "auto"; and
 - (3) No fee or lease charge has been made by the dealer for the use of the "auto".

POLICY NUMBER: PHPK1972850 COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: GOODWILL INDUSTRIES OF CENTRAL

Endorsement Effective Date: 05/01/2019

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Dell Marketing L.P. c/o Dell Legal

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

CA 04 44 10 13

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PHC POL 350

POLICY NUMBER: PHPK1972850

COMMERCIAL AUTO CA 20 01 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: GOODWILL INDUSTRIES OF CENTRAL

Endorsement Effective Date: 05/01/2019

SCHEDULE

	Philadelphia Indemnity Insurance Company						
Policy Number:	Effective Date:						
PHPK1972850	05/01/2019	05/01/2019					
Expiration Date:							
05/01/2020							
Named Insured: GOODWILL INDUSTRIES OF CENTRAL OKLAHOMA INC							
Address: 316 S Blackwelder Ave Oklahoma City, OK 73108-1418							
Additional Insured (Lessor): See Additional Insured Schedule Attached							
Address: See Additional Insured Schedule Attached							

CA 20 01 10 13

Coverages	Limit Of Insurance			
Covered Autos Liability	\$ See Vehicle Schedule	Each "Accident"		
	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus			
Comprehensive	\$ See Vehicle Schedule	Deductible For Each Covered "Leased Auto"		
	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus			
Collision	\$ See Vehicle Schedule	Deductible For Each Covered "Leased Auto"		
0 10 1	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus			
Specified Causes Of Loss	\$ See Vehicle Schedule	Deductible For Each Covered "Leased Auto"		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

A. Coverage

- Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
- 2. For a "leased auto" designated or described in the Schedule, the Who Is An Insured provision under Covered Autos Liability Coverage is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - **a.** You:
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
- 3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

 We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

- The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- **3.** If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

- 1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
- 2. If you cancel the policy, we will mail notice to the lessor.
- 3. Cancellation ends this agreement.
- D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

POLICY NUMBER: PHPK1972850 COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: GOODWILL INDUSTRIES OF CENTRAL

Endorsement Effective Date: 05/01/2019

SCHEDULE

Name Of Person(s) Or Organization(s): Buckners Leasing Company

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

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POLICY NUMBER: PHPK1972850 COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: GOODWILL INDUSTRIES OF CENTRAL

Endorsement Effective Date: 05/01/2019

SCHEDULE

Name Of Person(s) Or Organization(s): Dell Marketing L.P. c/o Dell Legal

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

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POLICY NUMBER: PHPK1972850 COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: GOODWILL INDUSTRIES OF CENTRAL

Endorsement Effective Date: 05/01/2019

SCHEDULE

Name Of Person(s) Or Organization(s): XTRA Leasing, LLC

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

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COMMERCIAL AUTO CA 20 54 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE HIRED AUTOS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM BUSINESS AUTO PHYSICAL DAMAGE GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability Coverage

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

B. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto, Business Auto Physical Damage and Garage Coverage Forms, Paragraph **5.d.** of the **Other Insurance – Primary And Excess Insurance Provisions** Condition in the Truckers Coverage Form and Paragraph **5.f.** of the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- Any covered "auto" you lease, hire, rent or borrow; and
- Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

POLICY NUMBER: PHPK1972850 COMMERCIAL AUTO CA 31 43 11 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OKLAHOMA UNINSURED MOTORISTS COVERAGE -NON-STACKED

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Oklahoma, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured: GOODWILL INDUSTRIES OF CENTRAL

Endorsement Effective Date: 05/01/2019

SCHEDULE

Limit Of Insurance: \$ Each "Accident" 1,000,000

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

We will pay, in accordance with Title 36, Oklahoma Statutes, all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

- **1.** An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".

- **b.** Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
- **c.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
- 2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

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b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to:

- 1. "Bodily injury" sustained by:
 - a. Any person who is a "family member" while "occupying", or when struck by, any motor vehicle owned by that person which is not insured for Uninsured Motorists Coverage at the time of the "accident" and to whom no other Uninsured Motorists Coverage is available.
 - **b.** Any "insured" while "occupying" an "auto":
 - (1) Owned by the Named Insured or any person who is a "family member"; or
 - (2) Furnished or available for the regular use of the Named Insured or any person who is a "family member";

if such "auto" is not insured under a motor vehicle insurance policy at the time of the "accident".

- 2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- **3.** Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- 4. Punitive or exemplary damages.
- 5. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - **b.** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

- Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.
- 2. Any payment made by or on behalf of the owner or operator of a vehicle described in Paragraph **F.3.b.** of the definition of an "uninsured motor vehicle" shall not reduce or be a credit against our limit of insurance.
- 3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form or Medical Payments Coverage endorsement attached to this Policy. We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

E. Changes In Conditions

The **Conditions** of the Policy are changed for **Uninsured Motorists Coverage**, as follows:

- Other Insurance in the Auto Dealers and Business Auto Coverage Forms and Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form are replaced by the following:
 - If there is other applicable insurance available under one or more policies or provisions of coverage:
 - a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.
 - **b.** Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.

- c. If the coverage under this Coverage Form is provided:
 - (1) On a primary basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of insurance bears to the total of all applicable limits of insurance for coverage on a primary basis.
 - (2) On an excess basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of insurance bears to the total of all applicable limits of insurance for coverage on an excess basis.
- 2. Duties In The Event Of Accident, Claim, Suit Or Loss in the Business Auto and Motor Carrier Coverage Forms and Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions in the Auto Dealers Coverage Form are changed by adding the following:
 - a. Promptly notify the police if a hit-and-run driver is involved; and
 - **b.** Promptly send us copies of the legal papers if a suit is brought.
 - c. A person seeking Uninsured Motorists Coverage must also notify us, in writing, of a tentative settlement between the "insured" and the insurer of an "uninsured motor vehicle" and allow us 60 days to advance payment in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "uninsured motor vehicle". This notice must be sent by certified mail and must include:
 - (1) Written documentation of economic losses:
 - (2) Copies of all medical bills; and
 - (3) Written authorization or a court order allowing us to obtain reports from any employers and medical providers.
- 3. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

Our rights do not apply under this provision with regard to Uninsured Motorists Coverage if we:

- a. Have been given written notice of a tentative settlement between an "insured" and the insurer of an "uninsured motor vehicle"; and
- **b.** Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 60 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 60 days after receipt of notification:

- a. That payment will be separate from any amount an "insured" is entitled to recover under the provisions of Uninsured Motorists Coverage; and
- **b.** We also have the right to recover the advanced payment.
- **4.** The following condition is added:

Arbitration

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that is recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- **b.** Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply.
- **c.** Any decision agreed to by the arbitrators will not be binding.
- d. If agreement by arbitration is not reached within three months from the date of demand, the "insured" may bring an action against anyone responsible for the use of a vehicle involved in the "accident".

F. Additional Definitions

As used in this endorsement:

- "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child
- "Occupying" means in, upon, getting in, on, out or off.
- "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;
 - b. That is an underinsured motor vehicle. An underinsured motor vehicle is a motor vehicle or "trailer" for which there is a liability bond or policy at the time of an accident, the liability limits of which are less than the amount of the claim of the person or persons making such claim, regardless of the amount of coverage of either of the parties in relation to each other;

- For which an insuring or bonding company denies coverage or is or becomes insolvent; or
- **d.** That is a hit-and-run vehicle and neither the driver nor owner can be identified.

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law; or
- **b.** Designed for use mainly off public roads while not on public roads.

COMMERCIAL AUTO CA 99 03 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO MEDICAL PAYMENTS COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Coverage

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an "insured" who sustains "bodily injury" caused by "accident". We will pay only those expenses incurred, for services rendered within three years from the date of the "accident".

B. Who Is An Insured

- **1.** You while "occupying" or, while a pedestrian, when struck by any "auto".
- 2. If you are an individual, any "family member" while "occupying" or, while a pedestrian, when struck by any "auto".
- Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.

C. Exclusions

This insurance does not apply to any of the following:

- 1. "Bodily injury" sustained by an "insured" while "occupying" a vehicle located for use as a premises.
- 2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your regular use.

- 3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for the regular use of any "family member".
- 4. "Bodily injury" to your "employee" arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic "employees" if not entitled to workers' compensation benefits. For the purposes of this endorsement, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.
- **5.** "Bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
- Bodily injury arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - **b.** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - **c.** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

- "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- 8. "Bodily Injury" sustained by an "insured" while "occupying" any covered "auto" while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply to any "bodily injury" sustained by an "insured" while the "auto" is being prepared for such a contest or activity.

D. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" injured in any one "accident" is the Limit Of Insurance for Auto Medical Payments Coverage shown in the Declarations.

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Liability Coverage Form, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

E. Changes In Conditions

The **Conditions** are changed for **Auto Medical Payments Coverage** as follows:

- 1. The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply.
- 2. The reference in Other Insurance in the Auto Dealers and Business Auto Coverage Forms and Other Insurance Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form to "other collectible insurance" applies only to other collectible auto medical payments insurance.

F. Additional Definitions

As used in this endorsement:

- "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
- "Occupying" means in, upon, getting in, on, out or off.

COMMERCIAL AUTO CA 99 34 12 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICE AGENCIES – VOLUNTEERS AS INSUREDS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the LIABILITY COVERAGE WHO IS AN INSURED provision:

Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business. Anyone else who furnishes that "auto" is also an "insured".

CA 99 34 12 93

COMMERCIAL AUTO CA 99 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE CLAUSE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. We will pay, as interest may appear, you and the loss payee named in the policy for "loss" to a covered "auto".
- **B.** The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
- **C.** We may cancel the policy as allowed by the Cancellation Common Policy Condition.
- Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy, we will mail you and the loss payee the same advance notice.
- **D.** If we make any payments to the loss payee, we will obtain his or her rights against any other party.

PI-AUT-001 (01/16)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

We will pay for any injury or damage arising out of a "certified act of terrorism".

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Act for a "certified act of terrorism" includes the following":

- 1. The act resulted in insured losses in excess of \$5 million in the aggregate,
- 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage otherwise excluded under this Coverage Part.

PI-ARB-2 (4/03)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-BINDING ARBITRATION

Wherever, used in this endorsement: 1) "we", "us", "our", and "insurer' mean the insurance company which issued this policy; and 2) "you", "your", "named insured", "first named insured", and "insured" mean the Named Corporation, the Named Organization, Named Sponsor, Named Insured, or Insured stated in the declarations page; and 3) "other insured(s)" means all other persons or entities afforded coverage under this policy.

This endorsement modifies coverage provided under the Coverage Part to which it is attached.

If we and the insured do not agree whether coverage is provided under this Coverage Part for a claim made against the insured, then either party may make a written demand for arbitration.

When this demand is made, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will:

- 1. Pay the expenses it incurs; and
- 2. Bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the county in which the address shown in the Declarations is located. Local rules of law as to procedure and evidence will apply. Any decision agreed to by the arbitrators may be appealed to a court of competent jurisdiction.

All other terms of the policy remain unchanged.

HUMAN SERVICES ORGANIZATION PROFESSIONAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. **Refer to SECTION V – DEFINITIONS**.

SECTION I - COVERAGE

HUMAN SERVICES ORGANIZATION PROFESSIONAL LIABILITY

A. Insuring Agreement

- We will pay those sums that the insured becomes legally obligated to pay as "damages" arising out of a "professional incident" in the course of performing professional services for, or on behalf of, your human services organization to which this insurance applies. We have the right and duty to defend any "suit" seeking those "damages". We may at our discretion investigate and settle any "professional incident", subject to SECTION IV CONDITION K, any claim or "suit". But:
 - a. The amount we will pay for "damages" is limited as described in SECTION III – LIMITS OF INSURANCE; and
 - b. Our right and duty to defend ends when we have used up our applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS** set forth below.

2. This insurance applies to "damages" only if:

- a. The "damages" result from a "professional incident" that takes place in the "coverage territory"; and
- b. The "professional incident" occurs during the policy period.

B. Exclusions

This insurance does not apply to "damages":

- Expected or intended from the standpoint of the insured.
- 2. For any actual or alleged breach of contract or agreement. This exclusion does not apply to liability for "damages" that the insured would have in the absence of the contract or agreement.
- 3. Arising out of the operation of any hospital, sanatorium, "medical clinic", or any other medical facility or laboratory.
- Arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto", or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".
- 5. Arising out of the prescription, utilization, furnishing, or dispensing of drugs or medical, dental, or nursing supplies or appliances, except as directed by a physician, physician assistant, nurse, or a psychologist as permitted under state law, and in the normal practice as a human services organization provider.
- 6. Arising out of the professional services of any psychiatrist.
 - However, with respect to you only, this exclusion does not apply to services performed by a psychiatrist so long as you have written confirmation of malpractice insurance covering such individual with limits of at least \$1,000,000.
- 7. Arising out of the furnishing or failure to furnish professional services by an attorney, architect, engineer, accountant, real estate or investment manager, physician, dentist, anesthesiologist, nurse anesthetist, nurse midwife, x-ray therapist, radiologist, chiropodist, chiropractor, optometrist,

or veterinarian.

However, with respect to you and your "employees" only, this exclusion does not apply to services performed by a physician, dentist, or optometrist, provided that all of the following conditions are met:

- Such professional is not your "employee" or volunteer; and
- b. You have current written confirmation of malpractice insurance covering such professional with limits of at least \$1,000,000.
- 8. Arising out of membership in a formal accreditation or similar professional board or committee or any hospital or professional society.
- Arising out of injury to any insured, or any consequential injury to the spouse, child, parent, brother or sister of that insured.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.
- Arising out of any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law
- 11. Arising out of any claim made by:
 - a. A person because of any:
 - (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or
 - (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
 - b. The spouse, child, parent, brother or sister of that person as a consequence of any "damages" or injury to that person at whom

any of the employment-related practices described in paragraphs (1), (2), or (3) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share "damages" with or repay someone else who must pay "damages".
- 12. Arising out of "advertising injury" or "personal injury".

However, this exclusion does not apply to "personal injury" when the offense is directly resulting from a "professional incident" and the "personal injury" does not arise out of:

- Oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- b. Oral or written publication of material, whose first publication took place before the beginning of the policy period; or
- c. The willful violation of a penal statute or ordinance committed by or with the consent of the insured.
- 13. Arising out of damage to property:
 - a. Owned, occupied or used by any insured;
 - Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by any insured;
 - Which is or was in the possession of any insured or any person acting on behalf of any insured; or
 - d. That is real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are or were performing operations.
- 14. Arising out of any:
 - a. "Pollution hazard";
 - b. "Nuclear hazard";

- c. "Asbestos hazard"; or
- d. "Lead hazard".
- 15. Arising out of actual or alleged discrimination.
- 16. Arising out of unfair competition or violation of any anti-trust laws.
- 17. Arising out of the inability or failure of the insured or others to collect or pay money.
- Arising out of an insured gaining any personal profit or advantage to which they are not legally entitled.
- Arising out of liability under the Employment Retirement Income Security Act of 1974 and any amendments to that law, or any similar federal or state law.
- 20. Arising out of any criminal, dishonest, fraudulent or malicious act or omission. This exclusion does not apply to any insured who did not:
 - Personally participate in committing any such act; or
 - b. Remain passive after having personal knowledge of any such act or omission.
- 21. Arising out of any claim made or "suit" brought against an insured by another insured.
- 22. Arising out of acts, errors or omissions of a managerial or administrative nature.
- 23. Arising out of:
 - The actual or threatened physical or sexual abuse or molestation by anyone of any person while in the care, custody or control of any insured; or
 - b. The negligent:
 - (1) employment;
 - (2) investigation;
 - (3) supervision;
 - (4) reporting to the proper authorities, or failure to so report; or
 - (5) retention

- of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by a. above.
- c. The negligent failure to provide professional services or neglect of the therapeutic needs of a client, patient or other person because of the conduct which would be excluded by paragraph a. above.

SUPPLEMENTARY PAYMENTS

- A. We will pay, with respect to any claim or "suit" we defend:
 - 1. All expenses we incur including defense costs.
 - 2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$750 a day because of time off from work.
 - 4. All costs taxed against the insured in the "suit".
 - Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - 6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
- B. We will reimburse you for reasonable legal services charged by a lawyer we agree to and other expenses you may incur in the investigation and defense of "disciplinary proceeding(s)" brought against you arising out of a "professional incident" that is otherwise covered by this policy. This Coverage is limited to \$100,000 per "professional incident".
- C. We will reimburse you for reasonable legal services charged by a lawyer we agree to and other expenses you may incur arising out of any act or omission in the

furnishing or failure to furnish services as a formal accreditation, standards review or similar board. This Coverage is limited to \$100,000 per incident.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

- A. You are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors.
- B. Each of the following is also an insured:
 - Your medical directors, board members and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
 - Your "employees", other than your "executive officers", but only for acts within the scope of their employment by you or while performing duties related to the conduct of your organization.
 - Your volunteers, but only for acts within the scope of their duties related to the conduct of your organization.
 - Students in training, but only for acts within the scope of their duties related to the conduct of your organization.
 - 5. Any social workers and/or case managers, but only for acts within the scope of their duties related to the conduct of your organization.
 - 6. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization.

However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- b. Professional Liability Coverage does not apply to a "professional incident" that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

- A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - 1. Insureds;
 - 2. Claims made or "suits" brought; or
 - 3. Persons or organizations making claims or bringing "suits".
- B. The Aggregate Limit is the most we will pay for all "damages" to which this insurance applies.
- C. Subject to B. above, the Each Professional Incident Limit is the most we will pay for the sum of all "damages" arising out of any one "professional incident" to which this insurance applies.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - CONDITIONS

A. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

B. Your Authority And Duties

The first Named Insured shown in the Declarations agrees to act on behalf of all insureds with respect to cancellation, notice of any "professional incident" claim or "suit", payment or return of any premium, or consent to a claim settlement that we recommend. Each insured, by accepting this insurance, agrees to:

 Have the first Named Insured act for them in such matters; and

2. Promptly notify the first Named Insured, in writing, of any "professional incident" which may result in a claim, or any claim or "suit" brought against them.

C. Duties In The Event Of Professional Incident, Claim Or Suit

- You must see to it that we are notified as soon as practicable of a "professional incident" which may result in a claim. To the extent possible, notice should include:
 - a. All available information about the circumstances concerning the "professional incident" including:
 - (1) How, when and where it took place; and
 - (2) The names and addresses of any witnesses and persons seeking "damages"; and
 - b. What claim you think may result.

However, even when you notify us of a "professional incident", this does not relieve you of your obligation to also notify us of any resulting claim or "suit".

- 2. If a claim is made or "suit" is brought against any insured, you must:
 - a. Immediately record the specifics of the claim or "suit" and the date received; and
 - b. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- 3. You and any other involved insured must:
 - Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - b. Authorize us to obtain records and other information:
 - c. Cooperate with us in the investigation, settlement or defense of the claim or "suit";
 - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the

insured because of injury or damage to which this insurance may also apply; and

- e. In no way jeopardize our rights after a "professional incident".
- No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

D. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- 1. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or
- 2. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for "damages" that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

E. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

1. Primary Insurance

This insurance is primary except when 2. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in 3. below.

2. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis if:

 Your "employee" or volunteer has other insurance covering his or her professional liability.

b. You have purchased insurance from a company other than us or a company affiliated with us which is more specific than this insurance.

When this insurance is excess, we will have no duty to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- b. The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

3. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If the other insurance does not permit contribution by equal shares, we will continue by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

F. Premium Audit

- 1. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we have the right to compute the earned premium for that period. Audit

premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

 The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

G. Representations

By accepting this policy, you agree:

- The statements in the Declarations are accurate and complete;
- 2. Those statements are based upon representations you made to us; and
- We have issued this policy in reliance upon your representations.

H. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- As if each Named Insured were the only Named Insured; and
- 2. Separately to each insured against whom claim is made or "suit" is brought.

I. Transfer of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

J. Governmental Immunity

If you are a public institution, you may be entitled to Governmental Immunity. This Coverage Part does not constitute a waiver of any charitable or governmental immunity to which you are entitled.

K. Settlement

If the first Named Insured refuses to consent, within a

reasonable period of time, to any settlement offer we recommend and elects to contest the claim or continue any legal proceedings in connection with such claim then, subject to the provisions of **SECTION III – LIMITS OF INSURANCE**, our liability for the claim will not exceed the amount for which the claim could have been settled, plus the cost of defense incurred by us up to the date of such refusal.

L. Two or More Coverage Parts Or Policies Issued By Us

It is our stated intention that the various coverage parts or policy issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim or "suit". If this policy and any other coverage part or policy issued to you by us, or any company affiliated with us, apply to the same "professional incident", occurrence, offense, wrongful act, accident or loss, the maximum Limit of Insurance under all such coverage parts or policies combined shall not exceed the highest applicable Limit of Insurance under any one coverage part or policy.

This condition does not apply to any Excess or Umbrella Policy issued by us specifically to apply as excess insurance over this policy.

M. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

- **A.** "Advertising injury" means injury arising out of one or more of the following offenses committed in the course of advertising your goods, products or services:
 - Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - 2. Oral or written publication of material that violates a person's right of privacy;
 - 3. Misappropriation of advertising ideas or style of doing business; or
 - 4. Infringement of copyright, title or slogan.

B. "Asbestos hazard" means:

- 1. a. Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos;
 - b. The use of asbestos in constructing or manufacturing any good, product or structure;
 - c. The removal of asbestos from any good, product or structure:
 - d. Any request, demand or order for the removal of asbestos from any good, product or structure: or
 - e. The manufacture, sale, transportation, storage or disposal of asbestos or goods or products containing asbestos.
- 2. The investigation, settlement or defense of any claim, "suit", proceeding, "damages", loss, cost or expense excluded by 1. above.
- **C.** "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment.

D. "Coverage territory" means:

- 1. The United States of America (including its territories and possessions), Puerto Rico, and Canada;
- 2. All parts of the world if:
 - a. The injury or damage arises out of the activities of a person whose home is in the territory described in 1. above, but is away for a short time on your business; and
 - b. The insured's responsibility to pay "damages" is determined in a "suit" on the merits in the territory described in 1. above or in a settlement we agree to.

E. "Damages" means a monetary:

- 1. Judgment;
- 2. Award; or
- 3. Settlement,

but does not include fines, sanctions, penalties, punitive or exemplary damages or the multiple portion of any damages.

- **F.** "Disciplinary proceedings" means any proceeding brought against you by a state regulatory or disciplinary official or agency to investigate charges alleging professional misconduct.
- **G. "Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".
- H. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws, or any other similar governing document.
- I. "Lead hazard" means:
 - a. Exposure to or existence of lead, paint containing lead, or any other material or substance containing lead; or
 - Manufacture, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement, or handling of lead, paint containing lead, or any other material or substance containing lead;
 - whether or not the lead is or was at any time airborne as a particulate, contained in a product ingested, inhaled, transmitted in any faction, or found in any form whatsoever.
 - a. Any testing for, monitoring, cleaning up, removing, abating, containing, treating or neutralizing lead, paint containing lead, or any other substance or material containing lead, or in any way responding to or assessing the effects of lead; or
 - b. Any request, demand, or order to test for, monitor, clean up, remove, abate, contain, treat or neutralize lead, paint containing lead, or any other substance or material containing lead, or in any way respond to or assess the effects of lead.
 - 3. The investigation, settlement, or defense of any claim, "suit", proceeding, "damages", loss, cost or expense excluded by 1. and 2. above.
- J. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does

not include a "temporary worker".

- K. "Loading or unloading" means the handling of property:
 - After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - 2. While it is in or on an aircraft, watercraft or "auto";
 - 3. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

- L. "Medical clinic" means any medical facility open to the general public. A medical clinic does not include facilities operated for the sole treatment of your consumers, for whom you provide professional services.
- M. "Nuclear hazard" means the existence of any nuclear reactor or device, nuclear waste storage or disposal site or any other nuclear facility, or the transportation of nuclear material, or the hazardous properties of nuclear material.
- N. "Personal injury" means injury, other than bodily injury, arising out of one or more of the following offenses:
 - 1. False arrest, detention or imprisonment;
 - 2. Malicious prosecution;
 - The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
 - Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - 5. Oral or written publication of material that violates a person's right of privacy.
- O. "Pollution hazard" means:
 - 1. Any actual, alleged or threatened emission,

discharge, dispersal, seepage, mitigation, release or escape of pollutants at any time; or

- a. Any clean up of pollutants; or
- b. Any request, demand or order for any clean up of pollutants.
- 2. The investigation, settlement or defense of any claim, "suit", proceeding, "damages", loss, cost or expense excluded by 1. above.

Pollutants include any noise, solid, semi-solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, mists, acids, alkalis, chemicals, biological and etiologic agents or materials, electromagnetic or ionizing radiation and energy, genetically engineered materials, teratogenic, carcinogenic and mutagenic materials, waste and any other irritant or contaminant.

Waste includes any materials to be disposed, recycled, reconditioned or reclaimed.

Clean up of includes monitoring, removal, containment, treatment, detoxification or neutralization of, testing for or response in any way to, or assessment of the effects of pollutants.

- P. "Professional incident" means any actual or alleged negligent:
 - a. Act:
 - b. Error; or
 - c. Omission

in the actual rendering of professional services to others, including counseling services, in your capacity as a human services organization. Professional services include the furnishing of food, beverages, medications or appliances in connection therewith.

Any or all "professional incidents" arising from interrelated or series of acts, errors or omissions shall be deemed to be one "professional incident" taking place at the time of the earliest "professional incident".

- Q. "Suit" means a civil proceeding in which "damages" are claimed and to which this insurance applies. "Suit" also includes:
 - 1. An arbitration proceeding in which such "damages" are claimed and to which you must

- submit or do submit with our consent; or
- 2. Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which you submit with our consent.
- R. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

Philadelphia Indemnity Insurance Company

PI-HS-024 (04/18)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF EXCLUSION – PRESCRIPTION/ NONPRESCRIPTION DRUGS, SUPPLIES OR APPLIANCES

This endorsement modifies insurance provided under the following:

HUMAN SERVICES ORGANIZATION PROFESSIONAL LIABILITY COVERAGE FORM HUMAN SERVICES ORGANIZATION PROFESSIONAL LIABILITY CLAIMS-MADE COVERAGE FORM

SECTION I – COVERAGE, **B. Exclusions**, Paragraph 5. is deleted in its entirety and replaced with the following:

- 5. Arising out of the prescription, utilization, furnishing, or dispensing of drugs or medical, dental, or nursing supplies or appliances, except:
 - a. as directed by a physician, physician assistant, nurse, or a psychologist as permitted under state law, and in the normal practice as a human services organization provider,
 - b. the dispensing of the drug Naloxone (or reasonably equivalent drug) used in response to an opioid overdose as permitted by applicable state or federal law, or
 - c. the dispensing of nonprescription drugs.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OKLAHOMA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

Human Services Organization Professional Liability Coverage Part Human Services Organization Professional Liability Claims-Made Coverage Part

A. The following Insurance Services Office Inc. (ISO) endorsement is applicable to this coverage part:

IL 00 17 - COMMON POLICY CONDITIONS

- B. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:
 - 2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
 - b. 30 days before the effective date of cancellation if we cancel for any other reason, except we shall not cancel a policy based upon the insured exercising their right to request a hearing regarding a medical professional liability rate change application.

After coverage has been in effect for more than 45 business days or after the effective date of a renewal of this policy, no notice of cancellation will be issued by us unless it is based on at least one of the following reasons:

- (1) Nonpayment of premium:
- (2) Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted under it;
- (3) Discovery of willful or reckless acts or omissions by you that increase any hazard insured against;
- (4) The occurrence of a change in the risk that substantially increases any hazard insured against after insurance coverage has been issued or renewed;
- (5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any covered property or its occupancy that substantially increases any hazard insured against;
- (6) A determination by the Insurance Commissioner that the continuation of the policy would place us in violation of the insurance laws of this state;
- (7) Your conviction of a crime having as one of its necessary elements an act increasing any hazard insured against; or
- (8) Loss of or substantial changes in applicable reinsurance.

C. The following are added to the Common Policy Conditions and supersede any provisions to the contrary:

1. Nonrenewal

- a. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured at least 45 days before:
 - (1) The expiration date of this policy; or
 - (2) An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.
- b. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us.
- c. If notice is mailed:
 - It will be considered to have been given to the first Named Insured on the day it is mailed.
 - (2) Proof of mailing will be sufficient proof of notice.
- d. If notice of nonrenewal is not mailed or delivered at least 45 days before the expiration date or an anniversary date of this policy, coverage will remain in effect until 45 days after notice is given. Earned premium for such extended period of coverage will be calculated pro rata based on the rates applicable to the expiring policy.
- We will not provide notice of nonrenewal if:
 - (1) We, or another company within the same insurance group, have offered to issue a renewal policy; or
 - (2) You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.
- f. If we have provided the required notice of nonrenewal as described in B.1.a. above, and thereafter extend the policy for a period of 90 days or less, we will not provide an additional nonrenewal notice with respect to the period of extension.
- g. We shall not refuse to renew the policy based upon the insured exercising their right to request a hearing regarding a medical professional liability rate change application.
- 2. Premium Or Coverage Changes At Renewal
 - a. If we elect to renew this policy, we will give written notice of any premium increase, change in deductible, or reduction in limits or coverage, to the first Named Insured, at the last mailing address known to us.
 - Any such notice will be mailed or delivered to the first Named Insured at least 45 days before:
 - (1) The expiration date of this policy; or
 - (2) An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.

PI-HS-OK-1 (07-04)

- c. If notice is mailed:
 - It will be considered to have been given to the first Named Insured on the day it is mailed.
 - (2) Proof of mailing will be sufficient proof of notice.
- d. If the first Named Insured accepts the renewal, the premium increase or coverage changes will be effective the day following the prior policy's expiration or anniversary date.
- e. If notice is not mailed or delivered at least 45 days before the expiration date or anniversary date of this policy, the premium, deductible, limits and coverage in effect prior to the changes will remain in effect until:
 - (1) 45 days after notice is given; or
 - (2) The effective date of replacement coverage obtained by the insured; whichever occurs first.

If the first Named Insured then elects not to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring policy.

- f. We will not provide notice of the following:
 - (1) Changes in a rate or plan filed with or approved by the State Board for Property and Casualty Rates or filed pursuant to the Commercial Property and Casualty Competitive Loss Cost Rating Act and applicable to an entire class of business; or
- (2) Changes based upon the altered nature of extent of the risk insured; or
- (3) Changes in policy forms filed with or approved by the Insurance Commissioner and applicable to an entire class of business.

PI-ARB-2 (4/03)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-BINDING ARBITRATION

Wherever, used in this endorsement: 1) "we", "us", "our", and "insurer' mean the insurance company which issued this policy; and 2) "you", "your", "named insured", "first named insured", and "insured" mean the Named Corporation, the Named Organization, Named Sponsor, Named Insured, or Insured stated in the declarations page; and 3) "other insured(s)" means all other persons or entities afforded coverage under this policy.

This endorsement modifies coverage provided under the Coverage Part to which it is attached.

If we and the insured do not agree whether coverage is provided under this Coverage Part for a claim made against the insured, then either party may make a written demand for arbitration.

When this demand is made, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will:

- 1. Pay the expenses it incurs; and
- 2. Bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the county in which the address shown in the Declarations is located. Local rules of law as to procedure and evidence will apply. Any decision agreed to by the arbitrators may be appealed to a court of competent jurisdiction.

All other terms of the policy remain unchanged.

PI-SO-008 (1/99)

SEXUAL OR PHYSICAL ABUSE OR MOLESTATION VICARIOUS LIABILITY COVERAGE FORM OCCURRENCE

PLEASE READ THE ENTIRE FORM CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine your rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under SECTION II - WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION V - DEFINITIONS.

SECTION I - COVERAGE SEXUAL OR PHYSICAL ABUSE OR MOLESTATION VICARIOUS LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured is legally obligated to pay as "damages" because of "bodily injury" to which this insurance applies, if the insured is alleged to be liable for another person's "abusive conduct", by reason of:
 - (1) the negligent:
 - (a) employment;
 - (b) selection;
 - (c) investigation;
 - (d) supervision;
 - (e) reporting to the proper authorities, or failure to so report; or
 - (f) retention; of any "employee", volunteer or any other person or persons for whom the insured is or ever was legally responsible; or
 - (2) the negligent:
 - (a) design;
 - (b) control;
 - (c) maintenance;

- (d) supervision;
- (e) inspection; or
- investigation of prospective tenants; of your premises, premises in your control or premises you have leased to another; or
- (3) the negligent failure to provide professional services or neglect of the therapeutic needs of a client, patient or other person because of the "abusive conduct".

Subject to the above provisions, we have the right and duty to defend any "suit" seeking "damages" because of another person's "abusive conduct". However, we have no duty to defend the insured against any "suit" seeking "damages" to which this insurance does not apply. We may at our discretion, investigate any "abusive conduct" and settle any claim or "suit" that may result. But

- (a) The amount we will pay for "damages" as described in (Section III) LIMIT OF INSURANCE: and
- (b) Our right and duty to defend end when we have used up our applicable limit of insurance in the payment of "damages".

We will pay, with respect to any claim or "suit" we defend, any "defense costs" we incur. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for in ADDITIONAL POLICY BENEFITS.

- b. This insurance applies to "damages" because of "bodily injury" only if:
 - The "bodily injury" is caused by "abusive conduct that takes place in the "coverage territory";
 - (2) The "bodily injury" occurs during the policy period.

2. Exclusions

This insurance does not apply to:

- a. liability assumed by the insured under any contract or agreement;
- any obligation for which an insured, or any insurance carrier of the insured, may be held liable under a workers compensation, disability benefits or unemployment compensation law or any similar law;
- any claim arising out of matters which may be deemed uninsurable;
- any claim made against an insured by another insured except a claim made by an insured who is an "employee", subject to exclusion (e.) below;
- e. any claim made by or on behalf of your "employee" except in the limited instance where that "employee" is also your client and receiving services falling within the official scope of the services which you provide and the claim arises out of the provision of these services;
- f. to criminal defense costs associated with a criminal trial including appeals;
- g. to the molestation of any person by the named insured or family member of the named insured which predates the inception of this policy and continues into the policy period;

ADDITIONAL POLICY BENEFITS

EMPLOYEE INDEMNIFICATION DEFENSE COVERAGE

We will also pay on your behalf "defense costs" for an "employee" who is alleged to be directly involved in "abusive conduct" if you have entered into a written agreement with such "employee" where you agree to indemnify the "employee" for such "defense costs" provided the agreement includes a provision for repayment of defense costs in the event of an adverse judgment.

The most we will pay for any "employee" who is alleged to be directly involved in "abusive conduct" is \$25,000 regardless of the number of employees, claims or "suits" brought or persons or organizations making claims or bringing "suits."

SECTION II - WHO IS AN INSURED

1. You are an insured.

- 2. Each of the following is also an insured:
 - a. your directors, but only for liability arising from their duties as your directors;
 - b. your "employees", but only for liability arising within the scope of their employment duties for you;
 - c. your volunteers, but only for liability arising within the scope of their volunteer duties related to the conduct of your organization; and
 - students in training, but only for liability arising within the scope of their duties related to the conduct of your organization.

SECTION III - LIMIT OF INSURANCE

- The limit of insurance shown in the Declarations and the rules below fix the most we will pay "damages" regardless of the number of:
 - a. Insureds:
 - b. claims made or "suits" brought; or
 - persons or organizations making claims or bringing "suits".
- 2. The limit of insurance shown in the Declarations for each "abusive conduct" is the most we will pay for all "damages" incurred as the result of any claim of "abusive conduct". Two or more claims for "damages" because of the same incident or interrelated incidents of "abusive conduct" shall be:
 - a. considered a single claim.; and
 - such claims, whenever made, shall be assigned to only one policy (whether issued by us or any other insurer) and if that is this policy, only one limit of insurance shall apply.
- The aggregate limit shown in the Declaration is, subject to paragraph 2. of this Section, the total limit of our liability for all "damages" to which this insurance applies.

The limits of this Coverage Part apply separately to each consecutive annual period; and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations; unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limit of insurance.

SECTION IV - SEXUAL OR PHYSICAL ABUSE OR MOLESTATION VICARIOUS LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In the Event of an Incident, Claim or Suit

- a. If a claim is made or "suit" is brought against any insured, you must see to it that we receive written notice of the claim or "suit" as soon as practicable, but no later than 60 days after the claim is made or "suit" is brought.
- b. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit":
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit" including the release of any personnel records of the person(s) allegedly involved in the abusive conduct; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "abusive conduct" to which this insurance may also apply.
- c. No insureds will, except at their own cost, and without recourse to this policy, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. to join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or
- b. to sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover as a result of an "agreed settlement" or on a final judgment against an insured obtained after an actual trial, but we will not be liable for "damages" that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

If any insured has other insurance providing coverage similar to this policy, then this insurance shall be excess over and above that other insurance except where such insurance is specifically designated as excess to this policy.

When this insurance is excess, we will have no duty to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

 The total amount that all such other insurance would pay for the loss in the absence of this insurance; and (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limit of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, the insured agrees:

- a. the statements in the Declarations, and in the application for insurance are accurate and complete;
- b. those statements are based upon representations made by the insureds; and
- c. we have issued this policy in reliance upon those representations.

7. Transfer or Rights of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

8. Two Or More Coverage Parts Or Policies Issued By

It is our stated intention that the various coverage parts or policy issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim or "suit". We have exercised diligence to draft our coverage parts or policies to reflect this intention, but should the circumstances of any claim or "suit" give rise to such duplication or overlap of coverage then, notwithstanding the other insurance provision, if this policy and any other coverage part or policy issued to you by us, or any company affiliated with us, apply to the same "abusive conduct" professional incident, occurrence, offense, wrongful act, accident or loss, the maximum limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit of insurance under any one coverage part or policy.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this policy.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

- 1. "Agreed settlement" means a settlement and release of liability signed by the insured and the claimant or the claimant's legal representative and approved by us.
- 2. "Abusive conduct" means each, every and all actual, threatened or alleged acts of physical abuse, sexual abuse,

sexual molestation or sexual misconduct performed by one person or two or more people acting together. Each, every and all actual, threatened or alleged acts of physical abuse, sexual abuse, sexual molestation or sexual misconduct committed by, participated in by, directed by, instigated by or knowingly allowed to happen by one or more persons shall be considered to be one "abusive conduct" regardless of:

- a. the number of injured parties;
- the period of time over which the acts of physical abuse, sexual abuse, sexual molestation or sexual misconduct took place; and
- c. the number of such acts or encounters.
- "Abusive conduct" consisting of or comprising more than one act of physical abuse, sexual abuse, sexual molestation or sexual misconduct shall be deemed to take place, for all purposes within the scope of this policy, at the time of the first such act or encounter.
- "Bodily Injury" means bodily injury, sickness or disease including emotional distress or anguish including death resulting therefrom.
- "Coverage territory" means the United States of America (including its territories and possessions), Puerto Rico and Canada.
- 5. "Damages" means a monetary:
 - a. judgment;
 - b. award; or
 - c. settlement,

but does not include fines, sanctions, penalties, punitive or exemplary damages or the multiple portion of any damages.

- "Defense Costs" Costs to defend any claim or "suit" seeking "damages." These costs are outside the limit of insurance.
- 7. "Employee" includes a "leased worker" or a "temporary worker."
- "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business.
- 9. "Suit" means a civil proceeding in which "damages" are sought for "abusive conduct" to which this insurance applies are alleged. "Suit" also includes:
 - a. an arbitration proceeding in which such "damages" are claimed and to which you must submit or do submit with our consent; or
 - any other alternative dispute resolution proceeding in which such "damages" are claimed and to which you submit with our consent.
- "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

PI-SO-013 (02/05)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EMPLOYEE DEFENSE COVERAGE

This endorsement modifies insurance provided under the following:

SEXUAL OR PHYSICAL ABUSE OR MOLESTATION VICARIOUS LIABILITY COVERAGE FORM OCCURRENCE

SEXUAL OR PHYSICAL ABUSE OR MOLESTATION VICARIOUS LIABILITY COVERAGE FORM CLAIMS-MADE COVERAGE

The section **EMPLOYEE INDEMNIFICATION DEFENSE COVERAGE** under **SECTION I – COVERAGE**, **ADDITIONAL POLICY BENEFITS** is deleted and replaced with the following:

EMPLOYEE DEFENSE COVERAGE

We will also pay on your behalf "defense costs" for an "employee" who is alleged to be directly involved in "abusive conduct" until such time as that individual is adjudicated to be a wrongdoer or enters a plea of nocontest.